

## EXHIBIT 8

EXHIBIT 8

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 11 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 4 of 61

Conformed Copy

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11

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14

15 WASSERMAN, COMDEN,  
CASSELMAN & PEARSON, L.L.P., } Case No. BC 340196  
16 Plaintiff, } [Assigned to Judge Ronald M. Sohigian,  
17 v. } Dept. 41]  
18 LYDIA HARRIS; LIFESTYLE  
RECORDS, INC., NEW IMAGE MEDIA  
CORP.; MARION H. KNIGHT, aka SUGE  
KNIGHT; DEATH ROW RECORDS,  
INC.; DEATH ROW RECORDS, L.L.C.;  
THA ROW, INC.; DERMOT GIVENS;  
KEVIN GILLIAM aka BATTLECAT;  
AND DOES 1 through 100, Inclusive,

FIRST AMENDED COMPLAINT

22

Defendants.

Complaint Filed: September 21, 2005  
Trial Date: April 17, 2006

23

GENERAL ALLEGATIONS

24

1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.  
(hereinafter "WCCP") is a limited liability partnership organized and existing under the  
laws of the State of California with its principal place of business in Tarzana, California.

28

LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, L.L.P.  
Los Angeles

WC11-0000007  
3123884.1

1  
FIRST AMENDED COMPLAINT

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 12 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 5  
of 61

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10 Associated Attorneys for Plaintiff  
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14  
15 WASSERMAN, COMDEN,  
CASSELMAN & PEARSON, L.L.P., } Case No. BC 340196  
16 Plaintiff, } [Assigned to Judge Ronald M. Sohigian,  
17 v. } Dept. 41]  
18 LYDIA HARRIS; LIFESTYLE  
RECORDS, INC.; NEW IMAGE MEDIA } FIRST AMENDED COMPLAINT  
19 CORP.; MARION H. KNIGHT, aka SUGE }  
KNIGHT; DEATH ROW RECORDS,  
20 INC.; DEATH ROW RECORDS, L.L.C.; } Complaint Filed: September 21, 2005  
THA ROW, INC.; DERMOT GIVENS;  
21 KEVIN GILLIAM aka BATTLECAT; } Trial Date: April 17, 2006  
AND DOES 1 through 100, Inclusive,  
22 Defendants.

23  
24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.  
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the  
27 laws of the State of California with its principal place of business in Tarzana, California.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 13 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 6 of 61

1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name  
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.  
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter  
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are  
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining  
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH  
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are  
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued  
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.  
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does  
14 when ascertained. The conduct of Does 1 through 100 proximately caused damages to  
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,  
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The  
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,  
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT  
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the  
20 persons and entities that knowingly interfered with plaintiffs contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into  
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff  
23 agreed to represent HARRIS in connection with liability claims against MARION H.  
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and  
25 in connection with liability claims against GILLIAM. A copy of that written retainer  
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that  
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 14 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 7 of 61

1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition  
2 to the contingency fee. . ."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and  
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed  
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to  
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,  
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit  
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or  
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the  
12 Agreement, and represented HARRIS vigorously and competently in her litigation against  
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint  
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case  
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through  
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her  
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT  
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for  
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is  
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March  
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity  
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest  
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On  
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating  
27 that she was representing herself.

28

LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, L.L.P.  
Los Angeles

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Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 15 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 8 of 61

1       12. On May 19, 2005, plaintiff filed and served on defendants a Notice of  
2 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or  
3 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,  
4 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of  
5 \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended  
6 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served  
7 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

8       13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"  
9 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on  
10 "specified terms that are not to be performed within 45 days of the settlement." The Notice  
11 states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days  
12 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself  
13 occurred before a Substitution of Attorney was filed. None of the defendants notified  
14 plaintiff of any such negotiations or settlement and the defendants have, affirmatively  
15 concealed the fact of such negotiations and the settlement terms.

16       14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS  
17 has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum  
18 of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no  
19 compensation for professional services rendered.

20       15. Plaintiff has requested and defendants have refused to disclose the material  
21 terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and  
22 believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to  
23 conceal the true terms of any settlement agreement (if any), and the true sum(s) of any  
24 payment(s) from plaintiff, and that the defendants willfully and intentionally executed one  
25 or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is  
26 informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants  
27 deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the  
28 material terms of the settlement from plaintiff.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 16 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 9 of 61.

1       16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret  
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at  
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have  
4 since disagreed on whether that payment effectuated a full or partial payment under their  
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a  
6 binding settlement agreement. Both parties have admitted that the \$1 million was  
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the  
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot  
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that  
10 would result in the KNIGHT Defendants paying her consideration including, among other  
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,  
12 or the income generated from certain specified songs or intellectual properties owned by  
13 the KNIGHT Defendants.

14       17. On further information and belief, plaintiff alleges that HARRIS has  
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the  
16 Judgment, the value of which is subject to proof at trial but which is believed to total not  
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of  
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or  
19 any of the KNIGHT Defendants.

20       18. As a result of this, plaintiff has been damaged by HARRIS' failure and  
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,  
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,  
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have  
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or  
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'  
26 services properly put into place by plaintiff.

27  
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Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 17 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 10 of 61

1                   FIRST CAUSE OF ACTIONFOR BREACH OF CONTRACT

2                   (Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and  
3                   Does 1 through 25, Inclusive)

4                 19. Plaintiff incorporates by this reference all allegations and facts alleged in  
5 paragraphs 1 through 18, above.

6                 20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into  
7 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff  
8 agreed to represent HARRIS in connection with liability claims against MARION H.  
9 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and  
10 in connection with liability claims against GILLIAM. A copy of that written retainer  
11 agreement, attached as Exhibit F, is incorporated herein in full by this reference.

12                21. Some of the material terms of the Contingency Fee Agreement include that  
13 WCCP is authorized to incur reasonable costs and expenses in performing legal services  
14 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition  
15 to the contingency fee..." The contingency fee negotiated by HARRIS was for forty  
16 percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

17                22. The Contingency Fee Agreement negotiated by HARRIS further specifically  
18 included language granting plaintiff a lien upon any recovery, for payment of plaintiff's  
19 attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for  
20 services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim  
21 and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain,  
22 whether by settlement, judgment or otherwise."

23                23. Plaintiff has performed all conditions, covenants and promises of the  
24 Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages  
25 on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number  
26 BC268857.

27                24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through  
28 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 18 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 11  
of 61

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT  
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for  
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is  
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March  
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity  
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.  
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On  
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating  
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of  
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or  
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,  
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of  
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended  
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served  
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"  
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on  
20 "specified terms that are not to be performed within 45 days of the settlement." The  
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days  
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself  
23 occurred before a Substitution of Attorney was filed. None of the defendants notified  
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively  
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the  
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff  
28 for professional legal services rendered on her behalf.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 19 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 12

1       29. As a result of HARRIS' breach of contract, plaintiff has been damaged by  
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the  
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any  
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.  
5       30. Plaintiff is informed, and thereon alleges, that its damages include, but are  
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$  
7 million secret purported settlement paid by or through the KNIGHT Defendants to  
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that  
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee  
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff  
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT  
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of  
13 HARRIS' Retainer Fee Agreement with plaintiff.

## SECOND CAUSE OF ACTION

## QUANTUM MERUIT

(Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this  
18 First Amended Complaint as though fully set forth herein.

19       32. Within the past two years, plaintiff rendered legal services to The HARRIS  
20 Defendants and incurred costs in connection with those legal services at the special request  
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those  
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably  
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on  
24 behalf of the HARRIS Defendants for no compensation at all.

25       33. Upon plaintiff's information and belief, the reasonable value of the services  
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may  
27 exceed \$10 million.

28

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 20 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 13  
of 61

1       Plaintiff has repeatedly demanded from the HARRIS Defendants information  
2       concerning any purported settlement with The KNIGHT Defendants, or the receipt  
3       of payments from or on behalf of the KNIGHT Defendants. The HARRIS  
4       Defendants have refused and continue to refuse to provide completely and accurately  
5       any such information, or pay any sums for the reasonable value of professional  
6       services rendered on behalf of HARRIS. THIRD CAUSE OF ACTION

7       FOR MONEY HAD AND RECEIVED

8       (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

9       35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this  
10 First Amended Complaint as though fully set forth herein.

11       36. Plaintiff is informed and believes and thereon alleges that as a proximate  
12 result of professional legal services performed by plaintiff on behalf of The HARRIS  
13 Defendants, The HARRIS Defendants received payments or other consideration in full or  
14 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

15       37. In equity and in good conscience, forty percent (40%) of any recovery to  
16 HARRIS should be paid to plaintiff.

17       38. The HARRIS Defendants have refused to pay anything to plaintiff for the  
18 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'  
19 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the  
20 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money  
21 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the  
22 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1  
23 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at  
24 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that  
25 no notice of that settlement or payment was given to plaintiff. No fees have been paid to  
26 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS  
27 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and  
28 assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 21 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 14  
of 61

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported  
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments  
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT  
4 Defendants.

5

6 **FOURTH CAUSE OF ACTION**

7 **FOR AN ACCOUNTING**

8 **(Plaintiff vs. All Defendants)**

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36  
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,  
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in  
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,  
14 and each of them, have refused to provide any accounting of the consideration agreed to or  
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting  
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of  
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT  
18 Defendants, or from any other entity or source, in partial or full satisfaction of the  
19 Judgment.

20

21 **FIFTH CAUSE OF ACTION**

22 **INTERFERENCE WITH CONTRACT**

23 **(Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,**

24 **THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)**

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this  
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW  
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 22 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 15 of 61

1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA  
2 CORP; and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,  
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on  
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and  
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract  
6 and lien.

7 43. Plaintiff is informed and believes and thereon alleges that the judgment  
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired  
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and  
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through  
11 100 caused payments or other consideration to be made to HARRIS pursuant to the  
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid  
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or  
14 burdensome to collect fees and costs which were earned. The Knight defendants and  
15 GIVENS either intended to prevent Harris from performing her contractual obligations to  
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome  
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally  
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the  
20 payment or other consideration which has passed or will pass between KNIGHT and  
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT  
23 Defendants have provided payments or other consideration to HARRIS with a value in  
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'  
25 intentional interference with plaintiff's contractual lien rights has caused damage to  
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments  
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus  
28 interest.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 23 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 16  
of 61

SIXTH CAUSE OF ACTION

FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS

(Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and

DOES 1 Through 25

and DOES 50 through 75, Inclusive)

6 46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36  
7 through 38 of this First Amended Complaint as though fully set forth herein.

8       47. HARRIS discharged plaintiff without cause after entry of judgment in the  
9 sum of \$107 million against The KNIGHT Defendants.

10       48. Plaintiff is informed and believes and thereon alleges that HARRIS  
11 discharged plaintiff for the primary purpose of concealing payments and violating  
12 plaintiffs contractual right to collect a contingency fee based upon any recovery in the  
13 underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005  
14 Notice of Lien, as well as violating plaintiffs rights to a contingent fee from any recovery  
15 against GILLIAM.

16       49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by  
17 settlement or judgment. By reason of the professional services rendered, plaintiff is an  
18 equitable assignee of the judgments or settlements to the extent of fees and costs which are  
19 due plaintiff for services. [Siciliano v. Fireman's Fund Ins. Co. (1976) 62 Cal.App.3d  
20 745.]

21       50. Plaintiff is informed and believes and thereon alleges that it is entitled to an  
22 equitable assignment of forty (40) percent of the judgments against The KNIGHT  
23 Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries  
24 obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT  
25 Defendants.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 24 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 17  
of 61

1                   SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

2                   (Plaintiff vs. All Defendants)

3       51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36  
4 through 38 of this First Amended Complaint as though fully set forth herein.

5       52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or  
6 consideration of any kind or nature paid in satisfaction of the judgment against The  
7 KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of  
8 \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it  
9 has a valid lien on any and all recovery, payments, or consideration of any kind or nature  
10 paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of  
11 \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned.

12 Plaintiff is informed and believes and thereon alleges that defendants contend that they had  
13 or have the right to disregard plaintiffs lien and that KNIGHT and/or GILLIAM can make  
14 payments in partial or total satisfaction of the judgment without paying anything to  
15 plaintiff. Plaintiff contends to the contrary.

16       53. Plaintiff contends that any settlement agreement between The KNIGHT  
17 Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void  
18 to the extent that it purports to release, extinguish, impair or modify plaintiffs vested rights  
19 to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens  
20 served on May 19, 2005 and September 9, 2005.

21       54. Plaintiff is informed and believes and thereon alleges that defendants  
22 contend that they have or had the right to disregard, impair, release, diminish or extinguish  
23 the lien rights of plaintiff.

24       55. Plaintiff contends that any agreement between the defendants that was made  
25 without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a  
26 fraud upon plaintiff, was made with unclean hands and without any consideration to  
27 plaintiffs vested interests. Plaintiff is informed and believes and thereon alleges that  
28 defendants contend to the contrary.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 25 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 18  
of 61

1       56. Plaintiff requests a judicial declaration that plaintiff may recover judgment  
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty  
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March  
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment  
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of  
6 \$208.22 per day from February 5, 2004.

7           WHEREFORE, plaintiff prays for judgment as follows:

8       1. For special damages in the sum of \$42,800,000.00 plus interest jointly and  
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT  
10 GIVENS, or according to proof;

11       2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,  
12 or according to proof, and

13       3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,  
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,  
15 and/or;

16       4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,  
17 2004 judgment against GILLIAM. Further, plaintiff requests:

18       5. A judicial declaration that any agreement by and between the defendants  
19 which purports to affect the rights of the plaintiff is void;

20       6. The imposition of a constructive trust upon any proceeds paid to The  
21 HARRIS Defendants in satisfaction of the judgments;

22       7. An accounting, requiring the defendants to disclose to plaintiff the exact  
23 terms of any and all settlement agreements reached between the defendants and any  
24 consideration paid in satisfaction of the judgment;

25       8. A temporary restraining order, preliminary injunction and/or permanent  
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in  
27 the underlying judgments;

28       9. Its costs of suit;

6

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 26 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 19  
of 61

- 1        10. Prejudgment interest, as provided by law; and  
2        11. Such further relief which is just and proper.

3 | Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;  
WASSERMAN, COMDEN &  
CASSELMAN, L.L.P.

By: Peter Q. Ezzell  
Nancy E. Lucas  
Stephen M. Caine;  
David B. Casselman  
Leonard J. Comden  
Attorneys for Plaintiff WASSERMAN,  
COMDEN, CASSELMAN &  
PEARSON, L.L.P.

LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, LLP.  
Los Angeles

WCI 1-0000007  
3123884.1

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 27 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 20  
of 61

1 LIST OF EXHIBITS

- 2 A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and  
3 against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW  
4 RECORDS, INC.
- 5 B. March 26, 2004, Court judgment in favor of HARRIS and her related  
6 business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the  
sum of \$760,000 plus interest.
- 7 C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any  
8 and all gross recovery, payments or consideration of any kind or nature paid  
9 or transferred in satisfaction, in whole or in part, of the Judgment against  
10 KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million  
plus interest accruing at the rate of \$29,315.00 per day) plus costs expended  
in the sum of \$213,890.27.
- 11 D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the  
12 sum of \$304,000.00, plus interest.
- 13 E. Notice of Settlement, filed June 17, 2005.
- 14 F. Contingency Fee Agreement.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 28 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 21  
of 61

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES }

5 | WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS  
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

8 On April 3, 2006, I served on interested parties in said action the within:

9 FIRST AMENDED COMPLAINT

(MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on the attached service list.

13 I am readily familiar with this firm's practice of collection and processing  
14 correspondence for mailing. Under that practice it would be deposited with the U.S. postal  
15 service on that same day with postage thereon fully prepaid at Los Angeles, California, in  
the ordinary course of business. I am aware that on motion of party served, service is  
presumed invalid if postal cancellation date or postage meter date is more than 1 day after  
date of deposit for mailing in affidavit.

16 Executed on April 3, 2006, at Los Angeles, California.

17 I declare under penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct.

19 Theresa Welsch  
20 (Type or print name)

(Signature)

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 29 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 22  
of 61

1 MAILING LIST  
2 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS  
3 BC 340196

3 David B. Casselman	4 Gary S. Soter
4 Wasserman Comden, Casselman & Pearson	5 Pearson, Soter, Warshaw & Penny
5 5567 Reseda Blvd., #330	6 15165 Ventura Blvd., #400
6 Tarzana, CA 91357	7 Sherman Oaks, CA 91403
7 Tel: 818-705-6800	8 Tel: 818-788-8300
Fax: 818-705-8634	Fax: 818-788-8104
<a href="mailto:hbhumm@wcclaw.com">hbhumm@wcclaw.com</a>	<a href="mailto:gssoter@pswplaw.com">gssoter@pswplaw.com</a>
8	
9 Kevin Gilliam	
10 1502 South Alpine Dr.	
11 West Covina, CA 91791	
12 [Pro Per]	
13	

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LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, LLP.  
Los Angeles

WC11-0000007  
3123884.1

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 30 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 23 of 61

1                   PROOF OF SERVICE BY OVERNIGHT DELIVERY

2  
3 STATE OF CALIFORNIA                   }

4 COUNTY OF LOS ANGELES                   } ss.:  
5                   *WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS*  
6                   BC 340196

7                   I am employed in the County of Los Angeles, State of California. I am over the age  
8 of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite  
9 800, Los Angeles, CA 90045-1574.

10                  On April 3, 2006, I served on interested parties in said action the within:

11                  FIRST AMENDED COMPLAINT

12                  I deposited in a box or other facility regularly maintained by Federal Express, an  
13 express service carrier, or delivered to a courier or driver authorized by said express  
14 service carrier to receive documents, a true copy of the foregoing document in  
15 sealed envelopes or packages designated by the express service carrier, addressed as  
16 stated on the attached service list, with fees for overnight delivery paid or provided  
17 for.

18                  Executed on April 3, 2006, at Los Angeles, California.

19                  I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct.

21                  \_\_\_\_\_  
22                  Theresa Welsch  
23                  \_\_\_\_\_  
24                  (Type or print name)

25                  \_\_\_\_\_  
26                  (Signature)

27  
28  
  
LAW OFFICES  
HAIGHT, BROWN &  
BONESTEEL, LLP.  
Los Angeles

WC11-0000007  
3123884.1

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 31 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 24  
of 61

1 MAILING LIST  
2 WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS  
3 BC 340196

4 Rex Julian Beaber Dermot Damian Givens  
5 1546 Calmar Court 433 North Camden Dr., #600  
6 Los Angeles, CA 90024 Beverly Hills, CA 90210

7 Tel: 557-1198 Tel: 310-854-8823  
8 Fax: 323-878-0416  
9 Xerxers@aol.com dermotg@aol.com

10 Debra V. Crawford Steven M. Goldberg  
11 P.O. Box 373, SW Mission & 4<sup>th</sup>, #5 Russ, August & Kabat  
12 Carmel, CA 93921-0373 12424 Wilshire Blvd., 12<sup>th</sup> Floor  
13 Tel: 831-624-2422 Los Angeles, CA 90025  
14 Fax: 831-624-2428 Tel: 310-979-8274  
15 ddycrawford@earthlink.net Fax: 310-826-6991

16 Laurence D. Strick Larry Nagelberg  
17 Law Office of Laurence D. Strick Nagelberg & Associates  
18 339 N. Sycamore Ave., #2 The Tower, Suite 2150  
19 Los Angeles, CA 90036 10940 Wilshire Blvd.  
20 Tel: (323) 964-5231 Los Angeles, CA 90024  
21 Fax: (323) 964-8135 Tel: (310) 208-3220  
22 larrystrick@yahoo.com Fax: (310) 208-3830

23

24

25

26

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Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 32 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 25  
of 61

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 33 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 26  
of 61

1. DAVID B. CASSELMAN (SBN 81657)  
2. DONALD WEISSMAN (SBN 67980)  
WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP, SUPERIOR COURT  
5567 Reseda Boulevard, Suite 330  
Post Office Box 7033  
Tarzana, California 91357-7033  
Telephone: (818) 705-6800 • (323) 872-0995  
Facsimile: (818) 705-8147

5. Attorneys for Plaintiffs  
6. LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

FILED

APR 14 2005

JOHN A. CLARKE, CLERK  
E. M. TURIN  
BY ELIZABETH MARTINEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.  
5567 RESEDA BOULEVARD, SUITE 330  
PO. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

11. LYDIA HARRIS, LIFESTYLE ) CASE NO. BC 268857  
12. RECORDS, INC., AND NEW IMAGE )  
MEDIA CORP., )

Plaintiffs, ) Case Assigned to:  
v. ) Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT

13. KEVIN GILLIAM AKA BATTLECAT;  
14. MARION H. KNIGHT AKA SUGE  
KNIGHT; DEATH ROW RECORDS;  
15. THA ROW, INC.; DAVID E. KENNER;  
16. DAVID E. KENNER PROFESSIONAL  
LAW CORPORATION; DAVID E.  
17. KENNER, A PROFESSIONAL  
CORPORATION; THE DAVID E.  
18. KENNER TRUST; INTERSCOPE  
19. RECORDS; JIMMY IOVINE; JOHN T.  
20. MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

Defendants.

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

25. PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true  
26. and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of  
27. \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from  
28. March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 34 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 27

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.

DATED: April 13, 2005

WASSERMAN, COMDEN, CASSELMAN &  
PEARSON I.L.B.

By: I. DONALD WEISSMAN

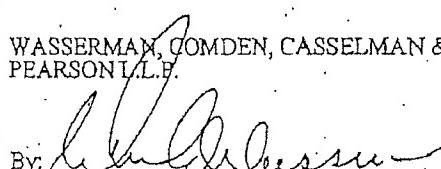
Attn: Attorneys for Plaintiffs  
LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

YASSERIAN, COMDEN, CASSELMAN & PEARSON L.P.  
95-67, KESEDA BOULEVARD, SUITE 330  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

**NOTICE OF ENTRY OF JUDGMENT**

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 35 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 28  
of 61

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.  
2  
3 DATED: April 13, 2005  
4  
5  
6 By:   
I. DONALD WEISSMAN  
7 Attorneys for Plaintiffs  
8 LYDIA HARRIS and NEW IMAGE MEDIA  
9 CORPORATION  
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WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP,  
6557 NEROVA BOULEVARD, SUITE 320  
PO BOX 7023  
TARZANA, CALIFORNIA 91357-7023

400205.1 NOTICE OF ENTRY OF JUDGMENT

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 36 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 29  
of 61

1 DAVID B. CASSELMAN (SBN 81657)  
1 DONALD WEISSMAN (SBN 67980)  
2 WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP, SUPERIOR COURT  
5567 Reseda Boulevard, Suite 330  
3 Post Office Box 7033  
4 Tarzana, California 91357-7033  
Telephone: (818) 705-6800 • (323) 872-0995  
Facsimile: (818) 705-8147

FILED

APR 14 2005

JOHN A. CLARKE, CLERK  
*E. Martin*  
BY ELIZABETH MARTIN, DEPUTY

5 Attorneys for Plaintiffs  
6 LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857  
RECORDS, INC., AND NEW IMAGE  
MEDIA CORP..

13 Plaintiffs,

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

14 NOTICE OF ENTRY OF JUDGMENT

15 KEVIN GILLIAM AKA BATTLECAT;  
MARION H. KNIGHT AKA SUGE  
KNIGHT; DEATH ROW RECORDS;  
THA ROW, INC.; DAVID E. KENNER;  
DAVID E. KENNER PROFESSIONAL  
LAW CORPORATION; DAVID E.  
KENNER, A PROFESSIONAL  
CORPORATION; THE DAVID E.  
KENNER TRUST; INTERSCOPE  
RECORDS; JIMMY IOVINE; JOHN T.  
MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

16 Defendants.

23 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

25 PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true  
26 and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of  
27 \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from  
28 March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP,  
5567 RESEDA BOULEVARD, SUITE 330  
PO BOX 7033  
TARZANA, CALIFORNIA 91357-7033

400005.1

NOTICE OF ENTRY OF JUDGMENT

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 37 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 30  
of 61

ORIGINAL FILED

1 DAVID B. CASSELMAN (SBN 81657) MAR 09 2005  
1 I.DONALD WEISSMAN (SBN 67980)  
2 WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.  
2 5567 Reseda Boulevard, Suite 330 LOS ANGELES  
3 Post Office Box 7033 SUPERIOR COURT  
3 Tarzana, California 91357-7033  
4 Telephone: (818) 705-6800 • (323) 872-0995  
4 Facsimile: (818) 705-8147

5 Attorneys for Plaintiffs  
6 LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.  
5567 RESEDA BOULEVARD, SUITE 330  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857  
RECORDS, INC., AND NEW IMAGE  
MEDIA CORP.,

13 Plaintiffs,

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

JUDGMENT

14 KEVIN GILLIAM AKA BATTLECAT;  
15 MARION H. KNIGHT AKA SUGE  
16 KNIGHT; DEATH ROW RECORDS;  
17 THA ROW, INC.; DAVID E. KENNER;  
18 DAVID E. KENNER PROFESSIONAL  
19 LAW CORPORATION; DAVID E.  
20 KENNER, A PROFESSIONAL  
21 CORPORATION; THE DAVID E.  
22 KENNER TRUST; INTERSCOPE  
23 RECORDS; JIMMY IOVINE; JOHN T.  
24 MCCLAIN, JR.; A&M RECORDS; ET  
25 AL.,

26 Defendants.

27 Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, AND  
DEATH ROW RECORDS, INC., ~~AKA DEATH ROW RECORDS LLC, and THA ROW, INC.~~  
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application  
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald  
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

EX A ✓

JUDGMENT

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 38 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 31  
of 61

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA  
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT  
3 aka SUGE KNIGHT <sup>AND</sup> DEATH ROW RECORDS, INC. ~~AND DEATH ROW RECORDS LLC.~~  
4 ~~BY DEATH ROW INC.~~, in the sum of \$ 45,000,000 for economic damages,  
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.

6 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed  
7 pursuant to the statute IN THE AMOUNT OF \$ \_\_\_\_\_  
8

9  
10 RONALD M. SOHIGIAN  
11 JUDGE OF THE LOS ANGELES SUPERIOR COURT  
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WASSERMAN, COMDEN, CASSERMAN & PEARSON L.P.  
3957 NELSONA, SUITE 900  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91356-7033

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 39 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 32  
of 61

PROOF OF SERVICE  
Harris et al. v. Gilliam et al.  
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On April 13, 2005, I served the following document(s) entitled NOTICE OF ENTRY OF JUDGMENT on ALL INTERESTED PARTIES in this action:

Dermot Damian Givens, Esq.  
433 N. Camden Dr., Ste. 600  
Beverly Hills, CA 90210

Attorney for defendant MARION H.  
KNIGHT, DEATH ROW RECORDS  
and THA ROW, INC.

BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to \_\_\_\_\_ for delivery to the above address(es).

BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

[State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 13, 2005, at Tarzana, California.

BILLIE J. TOWE

NOTICE OF ENTRY OF JUDGMENT

400205.1

Case 1:13-ap-01035-MT Doc 1-2 Filed 02/15/13 Entered 02/15/13 10:29:31 Desc  
Exhibit Exhibits 8 to 9 Page 31 of 77

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 40 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 33  
of 61

**EXHIBIT B**

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 41 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 34  
of 61

COPY

1 DAVID B. CASSELMAN (SBN 81657) FILED *APJ*  
2 DONALD WEISSMAN (SBN 67980)  
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.C. LOS ANGELES SUPERIOR COURT  
5567 Reseda Boulevard, Suite 330  
3 Post Office Box 7033 MAR 26 2004  
4 Tarzana, California 91357-7033  
5 Telephone: (818) 705-6800 • (323) 872-0995  
6 Facsimile: (818) 705-8147  
7 Attorneys for Plaintiffs JOHN A. CLARKE, CLERK  
LYDIA HARRIS and NEW IMAGE MEDIA R. McLochlin  
CORPORATION BY R. MCLOCHLIN, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.C.  
5567 RESEDA BOULEVARD, SUITE 330  
TARZANA, CALIFORNIA 91357-7033

11 LYDIA HARRIS, LIFESTYLE CASE NO. BC 268857  
12 RECORDS, INC., AND NEW IMAGE  
MEDIA CORP.,

13 Plaintiffs,

v.

14 KEVIN GILLIAM AKA BATTLECAT;  
15 MARION H. KNIGHT AKA SUGE ORDER CONFIRMING  
16 KNIGHT; DEATH ROW RECORDS;  
17 THA ROW, INC.; DAVID E. KENNER;  
18 DAVID E. KENNER PROFESSIONAL ARBITRATION AWARD AND  
19 LAW CORPORATION; DAVID E. JUDGMENT  
20 KENNER, A PROFESSIONAL CORPORATION; THE DAVID E.  
21 KENNER TRUST; INTERSCOPE RECORDS; JIMMY IOVINE; JOHN T.  
22 MCCLAIN, JR.; A&M RECORDS; ET AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:  
Judge David A. Workman - Dept: 40  
[Complaint Filed: February 26, 2002]

ORDER CONFIRMING  
ARBITRATION AWARD AND  
JUDGMENT

ORDER

The petition of LYDIA HARRIS and NEW IMAGE MEDIA CORP. for an order confirming an arbitration award came on regularly on February 5, 2004, at 8:30 a.m., in Department 40 for hearing by the court.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 42 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 35  
of 61

Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their attorney of record, LDONALD WEISSMAN, ESQ. of Wasserman, Comden, Casselman & Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

Proof having been made to the satisfaction of the court that the petition should be granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated December 24, 2003, is confirmed in all respects and that judgment be entered in conformity therewith.

DATED: March 26, 2004 By: David A. Workman  
Judge of the Superior Court  
DAVID A. WORKMAN

#### JUDGMENT

The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP., recover from respondent KEVIN GILLIAM aka BATTLECAT the sum of \$760,000.00, together with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of this proceeding in the sum of \$ \_\_\_\_\_.

DATED: March 26, 2004 By: David A. Workman  
Judge of the Superior Court  
DAVID A. WORKMAN

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 43 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 36  
of 61

PROOF OF SERVICE  
Harris et al. v. Gilliam et al.  
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

Hayes P. Michel, Esq.  
PROSKAUER ROSE LLP  
2049 Century Park East, Suite 3200  
Los Angeles, California 90067-3206  
Tel.: (310) 557-2900  
Fax: (310) 557-2193

Counsel for Kevin Gilliam, p/k/a  
Battlecat

- BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to \_\_\_\_\_ for delivery to the above address(es).
- BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.
- BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

- [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 9, 2004, at Tarzana, California.

BILLIE S. TOWE

Case 1:13-ap-01035-MT Doc 1-2 Filed 02/15/13 Entered 02/15/13 10:29:31 Desc  
Exhibit Exhibits 8 to 9 Page 35 of 77

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 44 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 37  
of 61

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 45 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 38  
of 61

1 DAVID B. CASSELMAN (SBN 81657)  
2 LDONALD WEISSMAN (SBN 67980)  
3 HOWARD S. BLUM (SBN 60609)  
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP  
5 5567 Reseda Boulevard, Suite 330  
Post Office Box 7033  
6 Tarzana, California 91357-7033  
Telephone: (818) 705-6800 • (323) 872-0995  
Facsimile: (818) 705-8147  
7 Attorneys for Plaintiffs  
LYDIA HARRIS and NEW IMAGE MEDIA  
CORPORATION

UNINFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

MAY 19 2005

John A. Clarke, Executive Officer/Clerk  
By R. Aragon, Deputy  
R. Aragon

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP.  
5567 RESEDA BOULEVARD, SUITE 330  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

11 LYDIA HARRIS, LIFESTYLE  
12 RECORDS, INC., AND NEW IMAGE  
MEDIA CORP.,

CASE NO. BC 268857

13 Plaintiffs,  
v.  
14 KEVIN GILLIAM AKA BATTLECAT;  
MARION H. KNIGHT AKA SUGE  
KNIGHT; DEATH ROW RECORDS;  
THA ROW, INC.; DAVID E. KENNER;  
DAVID E. KENNER PROFESSIONAL  
LAW CORPORATION; DAVID E.  
KENNER, A PROFESSIONAL  
CORPORATION; THE DAVID E.  
KENNER TRUST; INTERSCOPE  
RECORDS; JIMMY IOVINE; JOHN T.  
MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41  
[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

21 Defendants.

22  
23 TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;  
24 JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW  
25 RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES.  
26

27 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &  
28 Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 46 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 39  
of 61

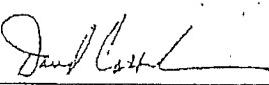
1 (40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or  
2 transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced  
3 action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00  
4 per day. Said percentage is to be applied after priority payment to the Firm of costs expended  
5 in the sum of \$213,890.27

6  
7 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman &  
8 Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in  
9 whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson  
10 L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums  
11 transferred.

12  
13 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any  
14 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the  
15 content and existence of this lien.

16  
17 DATED: May 18, 2005

WASSERMAN, COMDEN, CASSELMAN &  
PEARSON L.L.P.

18  
19 By:   
20 DAVID B. CASSELMAN  
21 Attorneys for Plaintiffs  
22 LYDIA HARRIS and NEW IMAGE MEDIA  
23 CORPORATION

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 REEDDA BOULEVARD, SUITE 330  
P.O. BOX 633  
TARZANA, CALIFORNIA 91357-7733

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 47 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 40  
of 61

1 PROOF OF SERVICE  
2 *Lydia Harris v. Kevin Gilliam, et al.*  
3 (LASC Case No. BC 268857)

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:  
5

6 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My  
7 business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana,  
8 California 91357-7033. I am over the age of 18 years and am not a party to this action.

9 On May 19, 2005, I served the following document(s) entitled NOTICE OF  
10 ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

11 SEE ATTACHED LIST

12 WASSELMAN, GOODMAN, CASSELMAN & PEARSON LLP.  
13 5567 RESEDA BOULEVARD, SUITE 330  
14 P.O. BOX 7033  
15 TARZANA, CALIFORNIA 91357-7033

- 16  BY MAIL: By placing a true copy in a sealed envelope addressed as above, and placing it in the mail by ~~certified~~ ~~return receipt requested~~ ~~in the ordinary course of business~~ following ordinary business practices. I am ~~in the ordinary course of business~~ familiar with the practice of collection and processing correspondence. After matters for mailing with the United States Postal Service. ~~certified~~ ~~return receipt requested~~ ~~in the ordinary course of business~~ ~~service~~ ~~postage~~ ~~fully prepaid~~ ~~in Tarzana, California~~, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- 17  BY OVERNIGHT MAIL: I delivered the above-referenced document(s) to be delivered to ~~the addressee(s)~~ ~~in the ordinary course of business~~ ~~to the addressee(s)~~ ~~in the ordinary course of business~~ ~~on the date shown above~~ ~~by delivery to the above address(es)~~.
- 18  BY FAX: I delivered a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.
- 19  BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).
- 20  [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- 21  Under seal I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

22 May 19, 2005, at Tarzana, California.

23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
\_\_\_\_\_  
Leslie Adler

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 48 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 41  
of 61

1 **SERVICE LIST**

2 *Lydia Harris v. Kevin Gilliam, et al.*  
(LASC Case No. BC226857)

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WASSERMAN, COMEDEN, CASSELMAN & PEARSON LLP,  
5557 RESEDA BOULEVARD, SUITE 550  
P.O. BOX 7033 TACOMA, CALIFORNIA 98457-7033

Lydia Harris  
3910 Daphne Street  
Houston, TX 77021  
New Image Media Corp.  
c/o Lydia Harris  
3910 Daphne Street  
Houston, TX 77021  
Hayes F. Michel, Esq.  
PROSKAUER ROSE LLP  
2049 Century Park East, Suite 3200  
Los Angeles, California 90067-3206  
Tel.: (310) 557-2900  
Fax: (310) 557-2193  
*Counsel for Kevin Gilliam, p/k/a Battlecat*  
Alan S. Gutman, Esq.  
LAW OFFICES OF ALAN S. GUTMAN  
9401 Wilshire Boulevard, Suite 575  
Beverly Hills, California 90212-2918  
Tel: (310) 385-0700  
Fax: (310) 385-0710  
*Counsel for Sony Music Entertainment, Inc.,  
Relativity Entertainment, Inc. aka Relativity  
Records, Inc., Loud Records, LLC and  
Loud Records, Inc.*  
Bart H. Williams, Esq.  
Megan M. LaBelle, Esq.  
MUNGER, TOLLES & OLSON, L.L.P.  
355 South Grand Avenue, 35<sup>th</sup> Floor  
Los Angeles, California 90071-1560  
Tel: (213) 683-9295  
Fax: (213) 687-3702  
*Counsel for Interscope Records, Jimmy Iovine,  
John A. McClain, III, Aftermath Records and  
Andre Young*  
Joseph Golden, Esq.  
Law Offices of Joseph Golden  
10100 Santa Monica Boulevard; Suite 800  
Los Angeles, CA 90067-4100  
Tel: (310) 772-2260  
Fax: (310) 772-2299  
*Counsel for TVT Records LLC and TVT Music,  
Inc.*  
Neil C. Erickson, Esq.  
Katherine J. Kuneberger, Esq.  
JEFFER, MANGELS, BUTLER &  
MARMARO LLP  
1900 Avenue of the Stars, Seventh Floor  
Los Angeles, CA 90067-4308  
Tel: (310) 203-8080  
Fax: (310) 203-0567  
*Counsel for Marion H. Knight aka Suge Knight;  
Death Row Records; Tha Row Records*  
George L. Mallory, Jr., Esq.  
MALLORY & ASSOCIATES  
1925 Century Park East, Suite 2000  
Los Angeles, CA 90067-2701  
Tel: (310) 788-5555  
Fax: (310) 788-5570  
*Counsel for Hollywood Records, Inc.*  
Death Row Records  
8200 Wilshire Boulevard  
P.O. Box 3037  
Beverly Hills, CA 90212  
Marion H. Knight  
aka Suge Knight  
c/o Death Row Records  
8200 Wilshire Boulevard  
P.O. Box 3037  
Beverly Hills, CA 90212  
Tha Row  
8200 Wilshire Boulevard  
P.O. Box 3037  
Beverly Hills, CA 90212  
Suge Publishing  
c/o Death Row Records  
8200 Wilshire Boulevard  
P.O. Box 3037  
Beverly Hills, CA 90212  
Joseph A. Davis, Esq.  
DAVIS AND WINSTON  
9911 West Pico Boulevard  
Suite 1400  
Los Angeles, CA 900035  
Tel: (310) 277-4662  
*Counsel for Bad Boy Entertainment, Inc.*

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 49 of 68

Case 2:06-bk-11205-VZ . Claim 38-1 Filed 10/31/06 Desc Main Document Page 42  
of 61

1 Peter J. Anderson, Esq.  
2 LAW OFFICES OF PETER J. ANDERSON  
3 100 Wilshire Boulevard, Suite #2010  
4 Santa Monica, California 90401  
5 Tel: (310) 260-6030  
6 Fax: (310) 260-6040  
7 Counsel for Zomba Recording Corp.

8 Daniel J. Aaron, Esq.  
9 DANIEL J. AARON, P.C.  
10 11 Madison Avenue, 12<sup>th</sup> Floor  
11 New York, New York 10010  
12 Tel: (212) 684-4466  
13 Fax: (212) 684-5566  
14 Co-Counsel for Koch Entertainment  
15 Distribution

16 Dermot Damian Givens, Esq.  
17 433 North Camden Drive, #600  
18 Beverly Hills, CA 90210

19 James H. Turken, Esq.  
20 Sharon A. Urias, Esq.  
21 THELEN, REID & PRIEST LLP  
22 333 South Hope Street, Suite 2900  
23 Los Angeles, California 90071-3048  
24 Tel: (213) 576-8000  
25 Fax: (213) 576-8080  
26 Counsel for Priority Records, LLC

27 Eve H. Wagner, Esq.  
28 SAUER & WAGNER LLP  
29 1801 Century Park East, Suite 520  
30 Los Angeles, California 90067  
31 Tel: (310) 712-8100  
32 Fax: (310) 712-8108  
33 Co-Counsel for Koch Entertainment  
34 Distribution

35 WASSERMAN, CONDIER, CASSELMAN & PHARSON LLP,  
36 5547 RESEDA BOULEVARD, SUITE 330  
37 P.O. BOX 7033  
38 TARZANA, CALIFORNIA 91367-7033

39 NOTICE OF ATTORNEY LIEN

40 318582.2

Case 1:13-ap-01035-MT Doc 1-2 Filed 02/15/13 Entered 02/15/13 10:29:31 Desc  
Exhibit Exhibits 8 to 9 Page 41 of 77

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 50 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 43  
of 61

EXHIBIT D

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 51 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 44  
of 61

1 DAVID B. CASSELMAN (Bar No. 81657)  
1 I. DONALD WEISSMAN (Bar No. 67980)  
2 HOWARD S. BLUM (Bar No. 60603)  
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.  
3 5567 Reseda Boulevard, Suite 330  
Post Office Box 7033  
4 Tarzana, California 91357-7033  
Telephone: (818) 705-6800 • (323) 872-0995  
5 Facsimile: (818) 345-0162  
6 Former Attorneys for Plaintiffs LYDIA  
HARRIS and NEW IMAGE MEDIA  
7 CORPORATION

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11  
12 WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.  
13 5567 RESEDA BOULEVARD, SUITE 330  
14 POST OFFICE BOX 7033  
15 TARZANA, CALIFORNIA 91357-7033

16 LYDIA HARRIS, LIFESTYLE  
RECORDS, INC., AND NEW IMAGE  
MEDIA CORP.,

17 Plaintiffs,

18 VS.

19 KEVIN GILLIAM AKA BATTLECAT;  
20 MARION H. KNIGHT AKA SUGE  
KNIGHT; DEATH ROW RECORDS;  
21 THA ROW, INC.; DAVID E. KENNER;  
DAVID E. KENNER PROFESSIONAL  
LAW CORPORATION; DAVID E.  
KENNER, A PROFESSIONAL  
CORPORATION; THE DAVID E.  
KENNER TRUST; INTERSCOPE  
RECORDS; JIMMY IOVINE; JOHN T.  
MCCLAIN, JR.; A&M RECORDS; ET  
AL.,

22 Defendants.

23 CASE NO. BC268857

24 NOTICE OF ATTORNEY LIEN

25 Assigned to the Honorable Ronald M.  
Schigian (Dept. 41)

26 [Complaint Filed: February 26, 2002]

27 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR  
COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED  
PARTIES:

28 726281.1

NOTICE OF ATTORNEY LIEN

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 52 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 45  
of 61

1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &  
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty  
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or  
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the  
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon  
6 at the rate of ten percent (10%) per year from February 5, 2004.

7  
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &  
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in  
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &  
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the  
12 sums transferred.

13  
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any  
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of  
16 the content and existence of this lien.

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.  
5547 RESEDA BOULEVARD, SUITE 330  
POST OFFICE BOX 7033  
TARZANA, CALIFORNIA 91357-7033

18 DATED: September 9, 2005

19 WASSERMAN, COMDEN, CASSELMAN &  
20 PEARSON, L.L.P.  
DAVID B. CASSELMAN  
EDWARD WEISSMAN  
HOWARD S. BLUM

21 By:

22 HOWARD S. BLUM  
23 Former Attorneys for Plaintiffs LYDIA HARRIS  
24 and NEW IMAGE MEDIA CORPORATION

726281.1

2  
NOTICE OF ATTORNEY LIEN

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 53 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 46  
of 61

1 PROOF OF SERVICE  
2  
3 HARRIS V. GILLIAM  
4 Case No. BC268857  
5  
6 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES  
7 I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My  
8 business address is 5567 Reseda Boulevard, Suite 330, Tarzana, California 91356. I am  
9 over the age of eighteen years and am not a party to the within action;  
10 On September 9, 2005, I served the following document(s) entitled NOTICE OF  
ATTORNEY LIEN on ALL INTERESTED PARTIES in this action by placing true  
copies thereof enclosed in sealed envelopes addressed as follows:  
11 SEE ATTACHED LIST  
12 BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and  
13 placing it for and mailing following ordinary business practices. I am readily familiar with  
14 the firm's practice of collection and processing correspondence, pleadings and other  
15 matters for mailing with the United States Postal Service. The correspondence, pleadings  
and other matters are deposited with the United States Postal Service with postage thereon  
fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I  
16 am aware that on motion of the party served, service is presumed invalid if the postal  
cancellation date or postage meter date is more than one day after date of deposit for  
mailing in affidavit.  
17 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.  
18 Executed on September 9, 2005, at Tarzana, California.  
19  
20 Natalie M. Halpern  
21  
22  
23  
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26  
27  
28

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.  
5567 RESEDA BOULEVARD, SUITE 330  
POST OFFICE BOX 7033  
TARZANA, CALIFORNIA 91357-7033

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 54 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 47  
of 61.

SERVICE LIST  
HARRIS V. KNIGHT, MARIN 'SUGE'  
BC268857

WASSERMAN, CASSELMAN & PEARSON, LLP.  
5567 RESEDA BOULEVARD, SUITE 330  
POST OFFICE BOX 7033  
TARZANA, CALIFORNIA 91357-7033

- 1 Neil C. Erickson, Esq.  
Katherine J. Kuneberger, Esq.  
JEFFER, MANGELS, BUTLER &  
MARMARO LLP  
1900 Avenue of the Stars  
Seventh Floor  
Los Angeles, CA 90067-4308  
Telephone: (310) 203-8080  
Facsimile: (310) 203-0567  
Attorneys for Marion H. Knight aka Suge  
Knight, Death Row Records, Tha Row  
Records
- 2  
3  
4  
5  
6  
7  
8 Dermot Damian Givens, Esq.  
433 North Camden Drive  
Suite 600  
Beverly Hills, CA 90210  
Attorneys for Marion H. Knight aka Suge  
Knight, Death Row Records, Tha Row  
Records
- 9  
10 Hayes F. Michel, Esq.  
PROSKAUER ROSE LLP  
2049 Century Park East  
Suite 3200  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900.  
Facsimile: (310) 557-2193  
Attorneys for KEVIN GILLIAM aka  
BATTLECAT
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NOTICE OF ATTORNEY LIEN

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 55 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 48  
of 61

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 56 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 49 of 61

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lydia Harris 3910 Daphne Houston, TX 77021 FAX NO. (optional): E-MAIL ADDRESS (Optional): (281) 330-4453 ATTORNEY FOR (Name):		CM-200
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: CA, 90011 BRANCH NAME: Central District		FOR COURT USE ONLY <b>FILED</b> LOS ANGELES SUPERIOR COURT
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Marion Syc Knight & Daff Law Inc.		JUN 17 2005 JOHN A. CLARKE, CLERK E. Martinez ELIZABETH MARTINEZ, DEPUTY
NOTICE OF SETTLEMENT		CASE NUMBER: BC 268 857 JUDGE: Ronald M. Sohigian DEPT: 41

NOTICE TO PLAINTIFF

If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This case has been settled. The settlement is:
  - a.  Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement.  
Date of settlement
  - b.  Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
2. Date initial pleading filed: Februry 26, 2002
3. Next scheduled hearing or conference:
  - a. Purpose:
  - b. Date: Time:
4. Trial date:
  - a.  No trial date set.
  - b.  Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 18, 2005

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

*Lydia Harris*  
(SIGNATURE)

Case 1:13-ap-01035-MT Doc 1-2 Filed 02/15/13 Entered 02/15/13 10:29:31 Desc  
Exhibit Exhibits 8 to 9 Page 48 of 77

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 57 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 50  
of 61

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 58 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 51 of 61

1317-5

WASSERMAN, COMDEN & CASSELMAN LLP,  
5567 Reseda Boulevard, Suite 130  
Post Office Box 7613  
Tarzana, California 91357-7013  
(818) 705-6100 (310) 473-0995  
Fax (818) 994-4266

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Lydia Harris, and New Image Entertainment, Inc. and Lifestyle Records, Inc., hereinafter referred to as "Client," and Wasserman, Comden & Casselman LLP, hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement above shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representing regarding matters concerning Batiste, including, but not limited to breach of licensing, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuit;
- settlement procedures and negotiations;
- prosecution of claim by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an appealing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, fee arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a trial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Results: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claim.

5. Ligation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery.

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (This list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client):

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial.
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at 31½/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at 10¢/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility for Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 59 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 52 of 61

If the matter is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) Costs and Expenses as Attacking Contingency Fee: Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) Fees of Recovery as Attacking Contingency Fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable in \$100/year over 10 years, its present value may be approximately \$310, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Attorney.

(c) Sanctions Awards not Part of Recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensable to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a cost item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's trust account when received by Attorney.

7. Effect of Discharge by Client: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. Attorney's Lien: To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. Insurance: Wasserman, Compton & Caselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. Arbitration of Disputes: If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of certain rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

J.M.S.  
(CLIENT'S INITIALS)

M.S.R.  
(WV&C)

1). Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Reseda Boulevard, Suite J30, Tarzana, CA 91337 (place) on January 15, 2002.

ATTORNEY:

MARTIN S. RUDOV  
BY: MARTIN S. RUDOV  
WASSERMAN/COMPEN, CASELMAN & PEARSON L.L.P.  
5567 Reseda Boulevard, Suite J30  
Tarzana, California 91337  
(818) 705-6100  
Facsimile: (818) 345-0162

CLIENT:

LYDIA MARRIS  
ROBERTA H. LEWIN  
1010 W. Avenue K, Suite 624  
Lancaster, CA 93536  
Telephone: (Call) 310-594-2704  
Facsimile: 310-291-7377

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 60 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 53  
of 61

FIRM: DATE: April 4, 2006  
HAIGHT, BROWN AND BOI STEEL  
6000 CENTER DRIVE, SUITE 800 COURT/ LASC  
LOS ANGELES, CA 90045 BRANCH: Central

CLIENT ACCOUNT #: 024 NUMBER: BC 340196  
ROUTE #: 10 CASE: Wesserman v. Harris  
PHONE #: (310) 215-7100 DOCUMENTS:  
FAX #: (310) 215-7300 First Amended Complaint  
ATTENTION OF: S. Cain/T. Welsch  
EXT: 7739  
ATTY FILE #: MC11-0007

**PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS**

**STRUCTIONS:**

- FILE & CONFORM
- ISSUE
- RECORD
- COPY
- CERTIFY
- OTHER (specify):
- ADVANCE FEES
- CHECK ATTACHED \$ \_\_\_\_\_

**SERVE**  
PER ATTACHED  
SERVICE INSTRUCTIONS

**DO TODAY**

APPEARANCE FEES PAID:  YES  NO

IF YES, DATE PAID: \_\_\_\_\_

**STATUTE-DATE:**

UPCOMING HEARINGS (IMPORTANT) DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ DEPT: \_\_\_\_\_

REPORT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASSIGNMENT COMPLETED BY \_\_\_\_\_ INITIALS \_\_\_\_\_  REJECTED  
 ATTY. CALLED \_\_\_\_\_ DATE \_\_\_\_\_ SPOKE WITH \_\_\_\_\_  BILLING TO FOLLOW

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

ATTORNEY'S FILE COPY

CH7429065

(213) 628-6338 1313 W. 8TH ST., SUITE #310  
LOS ANGELES, CA 90017  
MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS  
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

MARSHALL (2004)

PLEASE TEAR PERES OFF THIS SIDE ONLY / RETAIN LAST COPY

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 61 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 54  
of 61

FIRM: HAIGHT, BROWN AND BG STEEL DATE: April 4, 2006  
2000 CENTER DRIVE, SUITE B/COURT/ LASC  
LOS ANGELES, CA 90045 BRANCH: Central  
CLIENT ACCOUNT #: 1224 NUMBER: BC 340196  
ROUTE #: 10 CASE: Waeserjan v Harris  
PHONE #: (810) 215-7100 DOCUMENTS:  
FAX #: (810) 215-7300 First Amended Complaint  
ATTENTION OF: S. Caine/T. Welschmedline Version of same.  
EXT: 7729  
ATTY FILE #: WC11-0007

CH7429064

(213) 628-6338

1313 W. 8TH ST., SUITE #310  
LOS ANGELES, CA 90017

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS  
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

J Janney & Janney  
attorney service, inc.

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- FILE & CONFORM
- ISSUE
- RECORD
- COPY
- CERTIFY
- OTHER (specify): \_\_\_\_\_
- ADVANCE FEES
- CHECK ATTACHED \$ \_\_\_\_\_

SERVE  
PER ATTACHED  
SERVICE INSTRUCTIONS

DO TODAY

PLEASE TEAR PAPER OFF THIS SIDE ONLY / RETAIN LAST PAGE

APPEARANCE FEES PAID:  YES  NO

STATUTE-DATE:

IF YES, DATE PAID: \_\_\_\_\_

UPCOMING HEARINGS (IMPORTANT) DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ DEPT. \_\_\_\_\_

REPORT:

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ASSIGNMENT COMPLETED BY \_\_\_\_\_ INITIALS \_\_\_\_\_  
 ATTY. CALLED \_\_\_\_\_ DATE \_\_\_\_\_ SPOKE WITH \_\_\_\_\_

REJECTED  
 BILLING TO FOLLOW  
 CHECK #

ATTORNEY'S FILE COPY

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Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 62 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 55 of 61

**fedEx. USAirbill**  
Express

FedEx  
Tracking  
Number 8569 4066 0358

From Stephen M. Caine Sender's FedEx Account Number 0904-1912-9  
Date 3/31/06

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007

To Recipient's Name Dermot Damian Givens Phone (310) 854-8823

Recipient's Address 433 North Camden Drive #600  
We will deliver to P.O. Boxes or P.O. Box numbers.

Address To request a package be held at a specific FedEx location, print FedEx address here.

City Beverly Hills State CA ZIP 90210

0332443625

**Sender's Copy**

**4a Express Package Service**

FedEx Priority Overnight  FedEx Standard Overnight  FedEx First Overnight  
FedEx packages will be delivered on Monday through Saturday. Delivery NOT available.  
 FedEx 2Day  FedEx Express Saver  FedEx 2Day Freight  
Second business day delivery. FedEx packages will be delivered on Monday through Saturday. Delivery NOT available.  
\*  
 FedEx Ground  FedEx 2Day Freight  FedEx 3Day Freight  
FedEx Ground packages will be delivered on Monday through Saturday. Delivery NOT available.  
\*  
**4b Express Freight Service**

FedEx 10 Day Freight  FedEx 20 Day Freight  FedEx over 150 lbs.  
Non-hazardous freight.  FedEx 10 Day Freight  FedEx 20 Day Freight  
Second business day delivery. FedEx packages will be delivered on Monday through Saturday. Delivery NOT available.  
\*  
**5 Packaging**

FedEx Envelope  FedEx Pak®  FedEx Box  FedEx Tube  Other  
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Shrink Pak.  
\*  
**6 Special Handling**

HOLD Saturday  HOLD Saturday at FedEx Location  
NOT Available for  HOLD Saturday at FedEx Location  
FedEx Ground, FedEx Express, FedEx FedEx Freight, FedEx FedEx Ground, FedEx FedEx Ground  
\*  
 No  Yes  Yes  Dry Ice  Cargo Aircraft Only  
I have checked my Declaration is correct.  Declaration is incorrect.  
Dangerous goods classification is correct as shipped in FedEx packaging.  
\*  
**7 Payment**

Sender  Recipient  Third Party  Credit Card  Cash/Check  
Enter FedEx Acct. No. or Credit Card No. below:  
FedEx Acct. No.  Exp. Date

Total Packages	Total Weight	Total Declared Value
		\$ .00

1 fedEx is subject to \$10 unless you declare a higher value. See back for details. By using this Acct. No. you agree to the terms and conditions set forth in the Acct. No. Terms and Conditions for Residential Delivery Options, including those that limit our liability.

**B NEW Residential Delivery Signature Options** If you require a signature, check one or more.

No Signature Required  Direct Signature  Indirect Signature  
Package may be left without delivery if no one is home.  Person in residence receives a notice of delivery.  Person receiving signature may be different from person receiving package.  Person receiving signature may be different from person receiving package.  
\*  
FedEx Data 112-771-1527-0101-2005 FedEx PRINTED IN U.S.A.-SVF

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.



Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 63 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 56  
of 61

Sender's Copy			
<b>4a Express Package Service</b>			
<input type="checkbox"/> FedEx Priority Overnight	FedEx Standard Overnight Next business day* Saturday Delivery NOT available.		
Next business day* FedEx Ground Saturday Delivery NOT available.			
<input type="checkbox"/> FedEx 2Day	<input type="checkbox"/> FedEx Express Saver Same day delivery Saturday Delivery NOT available.		
Same day delivery FedEx Express NOT available. FedEx Ground NOT available. FedEx 2Day NOT available. Minimum charge: One package.			
<b>4b Express Freight Service</b>			
<input type="checkbox"/> FedEx 1Day Freight*	<input type="checkbox"/> FedEx 2Day Freight Same day delivery Shipment will be delivered on Monday unless SATURDAY Delivery is selected.		
Not delivery day* Minimum weight is 100 lbs. Maximum weight is 1000 lbs. FedEx Ground Delivery is excluded.			
* See FedEx Terms & Conditions			
<b>5 Packaging</b>			
<input type="checkbox"/> FedEx Envelope*	<input type="checkbox"/> FedEx Pak* includes FedEx Small Pak, Medium Pak, and FedEx Large Pak.		
<input type="checkbox"/> FedEx Box			
<input type="checkbox"/> FedEx Tube			
* Declared by law in 1992			
<b>6 Special Handling</b>			
<input type="checkbox"/> SATURDAY Delivery	Includes FedEx address book section 3.		
NOT Available for: FedEx Express, FedEx Ground, FedEx First Overnight, FedEx Express Ground, FedEx 2Day Freight, Does not include FedEx Connect Air services.			
<input type="checkbox"/> HOLD Monday at FedEx Location	<input type="checkbox"/> HOLD Saturday at FedEx Location Available ONLY for FedEx Express, FedEx Ground, FedEx 2Day, and FedEx 2Day Connect locations.		
<input type="checkbox"/> No	<input type="checkbox"/> Yes Signature required Signature required		
Dry Ice Byzantium			
Cargo Aircraft Only			
Dangerous goods handling fees will be charged in FedEx packaging.			
<b>7 Payment</b>			
<input type="checkbox"/> Sender	Enter FedEx Acct. No. or Credit Card No. below.		
<input type="checkbox"/> Recipient	<input type="checkbox"/> Third Party	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Cash/Check
Fees Acct. No. Credit Card No.		Exp. Date	
Total Packages	Total Weight	Total Declared Value*	
\$		.00	
* Our liability is limited to \$100 unless you declare a higher value. See back for details. Payment due 45 days from the service date.			
For service in Alaska, Hawaii, and Puerto Rico, add 10% to the service fee. Add 10% to the service fee for the following services: FedEx Connect Air, FedEx 2Day, FedEx 2Day Connect, FedEx Direct, FedEx Indirect.			
<b>8 NEW Residential Delivery Signature Options</b>			
No Signature	Signature	Signature & Address	Signature & Address, Check Direct or Indirect

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 64 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 57 of 61



FedEx  
Track & Trace  
Number 8569 4066 0483

From Print or type and press send. Sender's FedEx Account Number 0904-1912-9  
Date 3/31/06  
Sender's Name Stephen M. Caine Phone (310) 215-7801  
Company HAIGHT BROWN BONESTEEL  
Address 6080 CENTER DR STE 800  
City LOS ANGELES State CA ZIP 90045  
Your Internal Billing Reference WC11-0007 RETAILER  
To Recipient's Name Laurence D. Strick Phone (323) 964-5231  
Law Office of Laurence D. Strick  
Recipient's Address 339 N. Sycamore Ave., #2  
We cannot deliver to P.O. Boxes or F.D.R. Boxes.  
Address To request a package to be held at a specific FedEx location, print FedEx address here.

City Los Angeles State CA ZIP 90036  
0332443625



Ship signature back packages at [fedex.com](http://fedex.com)

**Sender's Copy**

**4a Express Package Service**

FedEx Priority Overnight  FedEx Standard Overnight  FedEx First Overnight  
FedEx Priority Overnight service is available. Saturday Delivery NOT available. FedEx First Overnight service is available.  
 FedEx 2Day  FedEx Express Saver  FedEx 3Day Freight  
Second business day\* delivery. Saturday Delivery NOT available. FedEx Express Saver service is available. FedEx 3Day Freight service is available.  
 FedEx Day Night  FedEx Ground  FedEx Home Delivery  
Next business day\* delivery. Saturday Delivery NOT available. FedEx Home Delivery service is available.  
 FedEx International Priority  FedEx International Economy  FedEx International Home Delivery  
International delivery. Saturday Delivery NOT available. FedEx International Home Delivery service is available.  
\* To most locations.  
FedEx Standard Overnight is not available. Minimum charge One-time rate.

**Packages up to 150 lbs.**

FedEx Express Freight  FedEx 3Day Freight  
Second business day\* delivery. Saturday Delivery NOT available. FedEx 3Day Freight service is available.  
 FedEx Ground Freight  FedEx Home Delivery  
Saturday Delivery NOT available. FedEx Home Delivery service is available.  
\* To most locations.  
FedEx Standard Overnight is not available. Minimum charge One-time rate.

**Packages over 150 lbs.**

FedEx Express Freight  FedEx 3Day Freight  
Second business day\* delivery. Saturday Delivery NOT available. FedEx 3Day Freight service is available.  
 FedEx Ground Freight  FedEx Home Delivery  
Saturday Delivery NOT available. FedEx Home Delivery service is available.  
\* To most locations.  
FedEx Standard Overnight is not available. Minimum charge One-time rate.

**4b Express Freight Service**

FedEx Day Freight  FedEx Ground Freight  
Next business day\* delivery. Saturday Delivery NOT available. FedEx Ground Freight service is available.  
 FedEx International Priority  FedEx International Economy  FedEx International Home Delivery  
International delivery. Saturday Delivery NOT available. FedEx International Home Delivery service is available.  
\* To most locations.

**5 Packaging**

FedEx Envelope\*  FedEx Pak\*  FedEx Box  FedEx Tube  Other  
\* Standard rates apply.

**6 Special Handling**

HOLD Saturday  HOLD Saturday at FedEx Location  
NOT Available for FedEx First Overnight and FedEx 3Day in Sat or Sunday.

HOLD Sunday  HOLD Sunday at FedEx Location  
Available ONLY for FedEx Priority Overnight and FedEx 3Day in Sat or Sunday.

Hold  No  Yes  Shipper Signature  Shipper Signature  
Drop FedEx Label here. If Drop FedEx Label here, do not ship in FedEx packaging.

Cargo Aircraft Only

**7 Payment**

**Bill to:** Enter FedEx Acct. No. or Credit Card No. below.

Sender  Recipient  Third Party  Credit Card  Cash/Check

**Total Packages** **Total Weight** **Total Declared Value?**

\$ .00 For FedEx Only

Your liability is limited to \$100 unless you declare a higher value. See back for details. By using this label you agree to the terms contained in the back of this label and in the terms and conditions listed in the terms and conditions section of the FedEx Web site.

**8 NEW Residential Delivery Signature Options** For non-residential signatures, check Greater Indies

No Signature Required  Direct Signature  Indirect Signature  
For non-residential signatures. Direct Signature anyone's signature for delivery. Indirect Signature anyone's signature for delivery if the recipient is not home. Indirect Signature is available for residential addresses where the recipient has given a valid delivery time option.

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POLICY NEEDED.

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 65 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 58

<b>edEx. US Airbill</b> Express		Flight Ticket Number	8569 4066 0472
From PHILADELPHIA, PA 19101		To BIRMINGHAM, AL 35203	
Date	3/31/06	Sender's FedEx Account Number	0904-1912-9
Sender's Name	Stephen M. Caine	Phone (310) 215-7801	
Company	HAIGHT BROWN BONESTEEL		
Address	6080 CENTER DR STE 800		
City LOS ANGELES State CA ZIP 90045			
Your Internal Billing Reference <small>First 3 digits of zip code will appear on invoice.</small>			
WC11-0007		OPTIONAL	
To Recipient's Name	Steven M. Goldber Phone (310) 979-8274		
Russ August & Kabat			
From Recipient's Address	12424 Wilshire Blvd., Ste. 12th FL		
We cannot deliver P.O. Boxes or F.D.R. Boxes.			
Address <small>To request a package to be held at a specific FedEx location, print FedEx address here.</small>			
City Los Angeles		State CA ZIP 90025	
0332443625			
 <b>Buy</b> <a href="#">forever your addresses at FedEx.com</a> Simplify your shipping. Manage your account. Access your history. Your fedex.com account is your key to FedEx.			
<b>Senders Copy</b>			
<b>4a Express Package Service</b>			
<input type="checkbox"/> FedEx Priority Overnight <small>Next business morning* FedEx Priority Overnight is delivered by Monday overnight. FedEx Ground is delivered by Friday.</small>			
<input type="checkbox"/> FedEx Standard Overnight <small>Next business day** FedEx Standard Overnight is delivered by Monday. Saturday Delivery NOT available.</small>			
<input type="checkbox"/> FedEx 2 Day <small>Second business day*** Thursday delivered by FedEx Ground or FedEx Priority Overnight. FedEx Ground is delivered by Friday. Saturday Delivery NOT available.</small>			
<input type="checkbox"/> FedEx Express Saver <small>Same day delivery. Saturday delivery NOT available.</small>			
<input type="checkbox"/> FedEx 3 Day <small>Third business day**** Friday delivered by FedEx Ground or FedEx Priority Overnight. FedEx Ground is delivered by Saturday. Sunday Delivery NOT available.</small>			
<small>* To most locations. ** To most locations. *** To most locations. **** To most locations.</small>			
<b>4b Express Freight Service</b>			
<input type="checkbox"/> FedEx 1 Day Freight <small>Delivered by FedEx Ground or FedEx Priority Overnight. Shipment will be delivered on Monday unless SATURDAY Delivery is selected.</small>			
<input type="checkbox"/> FedEx 2 Day Freight <small>Delivered by FedEx Ground or FedEx Priority Overnight. Shipment will be delivered on Tuesday unless SATURDAY Delivery is selected.</small>			
<input type="checkbox"/> FedEx 3 Day Freight <small>Third business day**** Friday delivered by FedEx Ground or FedEx Priority Overnight. FedEx Ground is delivered by Saturday. Sunday Delivery NOT available.</small>			
<small>* To most locations. ** To most locations. *** To most locations. **** To most locations.</small>			
<b>5 Packaging</b>			
<input type="checkbox"/> FedEx Envelope* <input type="checkbox"/> FedEx Pak* <small>FedEx Mailer Pak and FedEx SureShip Pak</small>			
<input type="checkbox"/> FedEx Box <input type="checkbox"/> FedEx Tube <input type="checkbox"/> Other <small>Custom Crates and Boxes</small>			
<b>6 Special Handling</b>			
<input type="checkbox"/> SATURDAY Delivery <small>NOT Available for FedEx Ground or FedEx Priority Overnight. FedEx Ground or FedEx Priority Overnight.</small>			
<input type="checkbox"/> HOLD Shipment <small>at FedEx Location NOT Available for FedEx Ground or FedEx Priority Overnight.</small>			
<small>Does this shipment contain dangerous goods? Yes has must be checked.</small>			
<input type="checkbox"/> No <input type="checkbox"/> Yes <small>Afternoon Delivery Drop-off or Delivery not required.</small>			
<input type="checkbox"/> Dry Ice <small>Dry Ice is UN 1845 Dangerous goods including dry ice are shipped in FedEx packaging.</small>			
<input type="checkbox"/> Cargo Aircraft Only			
<small>Include FedEx address in Section 3. HOLD Shipment at FedEx Location Available ONLY for FedEx Ground or FedEx Priority Overnight.</small>			
<b>7 Payment</b>			
<input type="checkbox"/> Bill to: <small>Enter FedEx Acct. No. or Credit Card No. below.</small>			
<input type="checkbox"/> Sender <small>Add to Person Not for Business</small>			
<input type="checkbox"/> Recipient <small>Drop-off or Delivery not required.</small>			
<input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash/Check			
<small>FedEx Acct. Credit Card No.</small>			
<b>Total Packages</b> <b>Total Weight</b> <b>Total Declared Value</b>			
<small>\$ .00</small>			
<small>Your ability to Enter a Bill to you as you feature a higher value. See back for details. By using this Add-on you agree to the standard terms and conditions of the Add-on and to the current FedEx Service Rates, including terms and conditions.</small>			
<b>FedEx Use Only</b>			
<b>B NEW Residential Delivery Signature Options</b>			
<small>By signing a signature, check Driver is held.</small>			
<input type="checkbox"/> No Signature Required <small>For packages which require no signature at delivery.</small>			
<input type="checkbox"/> Direct Signature <small>Always sign for packages which require a signature at delivery. For example:</small>			
<input type="checkbox"/> Indirect Signature <small>No one is available to receive a package, so a neighboring address may sign for delivery. For specific instructions see back.</small>			
<small>519</small>			

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 66 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 59  
of 61

<b>FedEx Express</b>		<b>US Airbill</b>
From <i>Mesa office and premises</i>		
Date	3/31/06	Sender's FedEx Account Number
Sender's Name	Stephen M. Caine	
Company	HAIGHT BROWN BONESTEEL	
Address	6080 CENTER DR STE 800	
City	LOS ANGELES	
State CA ZIP 90045		
Digital Photo/Scan/Photo		
Your Internal Billing Reference First 3 digits will appear as prefix.		
To	WC11-0007 OPTIMUS FL	
Recipient's Name	Larry Nagelberg	
Phone (310) 208-3220		
Digital Photo/Scan/Photo		
Nagelberg & Associates		
Mailing Address The Tower, Suite 2150		
In case of delivery to P.O. box or P.D. instead of address above.		
Digital Photo/Scan/Photo		
Address 10940 Wilshire Blvd. Request a package be held at specific FedEx location, phone (310) 208-3220.		
By	Los Angeles	
State CA ZIP 90024		

Senders Copy			
<b>4a Express Package Service</b>			
<input type="checkbox"/> FedEx Priority Overnight FedEx Next Day Air™ FedEx Standard Overnight FedEx 2Day		<input type="checkbox"/> FedEx Standard Overnight FedEx Next Day Air™ FedEx 2Day <input type="checkbox"/> FedEx Express® Saver FedEx Ground™	
Packages up to 150 lbs. FedEx First Overnight FedEx Next Day Air™ FedEx 2Day Saturday Delivery NOT available.			
<input type="checkbox"/> FedEx Express® Saver FedEx Ground™ FedEx Next Day Air™ FedEx 2Day FedEx Saturday Delivery NOT available.			
* To most locations.			
<b>4b Express Freight Service</b>			
<input type="checkbox"/> FedEx 1Day Freight™ FedEx Next Day Air™ FedEx Standard Overnight FedEx 2Day Freight		<input type="checkbox"/> FedEx 2Day Freight FedEx Next Day Air™ FedEx Standard Overnight FedEx 2Day	
Packages over 150 lbs. FedEx 1Day Freight™ FedEx Next Day Air™ FedEx Standard Overnight FedEx 2Day FedEx Saturday Delivery NOT available.			
* To most locations.			
<b>5 Packaging</b>			
<input type="checkbox"/> FedEx Envelope® <input type="checkbox"/> FedEx Pak® FedEx Small Box Pak, FedEx Large Pak, and FedEx Smart Pak		<input type="checkbox"/> FedEx Box <input type="checkbox"/> FedEx Tube * Declared Value must exceed \$250	
* Declared Value must exceed \$250			
<b>6 Special Handling</b>			
SATURDAY Delivery NOT Available for: FedEx Standard Overnight, FedEx First Overnight, FedEx Express, FedEx Express Service, FedEx Day Flight, FedEx Next Day Air™ FedEx 2Day FedEx Saturday Delivery FedEx 2Day			
* One box must be checked.			
<input type="checkbox"/> No <input type="checkbox"/> Yes Hold Saturday at FedEx Location NOT Available for FedEx Next Day Air™			
<input type="checkbox"/> Hold Wednesday at FedEx Location NOT Available for FedEx Next Day Air™			
Dry Ice FedEx, L.D.U. 1446			
<input type="checkbox"/> Cargo Aircraft Only			
* Declared Value must exceed \$250			
<b>7 Payment</b>			
Bill to: _____ Enter FedEx Acct. No. or Credit Card No. in box. <input type="checkbox"/> Sender <input type="checkbox"/> Recipient <input type="checkbox"/> Third Party <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash/Check			
FedEx Acct. No. Acct. No. Section If not listed, bill to: _____			
Total Packages		Total Weight	Total Declared Value
			\$ .00
Our liability is limited to \$100 per package. See back for details. By signing this document you agree to the service terms on the back of this form and the Internet FedEx Service Guide, including those that limit liability.			
FedEx Use Only			
<b>8 NEW Residential Delivery Signature Options</b>			
If you require a signature, check this area instead.			
No Signature Required Package will be left without delivery if signature is required.			
Direct Signature Allows a residential delivery if signature is present.			
Indirect Signature If no one is home at the time of delivery, delivery may be delayed for up to 48 hours.			
FedEx Use Only			

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc Exhibit F - G Page 67 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 60 of 61

**FedEx USAirbill**  
Express

From Master price and terms apply. Sender's FedEx Account Number: 8569 4066 0347

Date: 3/31/06 Sender's FedEx Account Number: 0904-1912-9

Sender's Name: Stephen M. Caine Phone: (310) 215-7801

Company: HAIGHT BROWN BONESTEEL

Address: 6080 CENTER DR STE 800  
City: LOS ANGELES State: CA ZIP: 90045

our Internal Billing Reference  
124 characters or less per line. WC11-0007 S-RTG-014-L

Recipient's Name: Rex Julian Beaber Phone: 1 557-1198

Comments: 1546 Calmar Court  
at 10 hours or P.O.D. code.

ESB  
Each package will be held at a specific FedEx location until a new address is provided.

Los Angeles State: CA ZIP: 90024

0332443625

**Sender's Copy**

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE NO POUCH NEEDED

**4a Express Package Service**

FedEx Priority Overnight Next business day delivery available. FedEx Standard Overnight service is not available.  
 FedEx Standard Overnight Next business day delivery available. FedEx Delivery NOT Available.

FedEx 2Day Delivery by 10:30 AM the next business day. Thursday delivery is deferred to Friday unless SATURDAY delivery is selected.  
 FedEx Express® Third business day delivery available. FedEx Delivery NOT Available.

FedEx 3Day Freight Delivery by 10:30 AM the third business day. Saturday delivery is deferred to Sunday unless SATURDAY delivery is selected.  
\*Call for Customer Specific Shipping Charges.

**4b Express Freight Service**

FedEx 1Day Freight Delivery by 10:30 AM the next business day. Saturday delivery is deferred to Sunday unless SATURDAY delivery is selected.  
\*Call for Customer Specific Shipping Charges.

FedEx 2Day Freight Delivery by 10:30 AM the second business day. Saturday delivery is deferred to Sunday unless SATURDAY delivery is selected.  
\*Call for Customer Specific Shipping Charges.

**5 Packaging**

FedEx Envelope®  FedEx Pak® Includes FedEx Small Pak, FedEx Large Pak, and FedEx Party Pak.  
 FedEx Box  FedEx Tub  Other

**6 Special Handling**

SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx Express, FedEx Party Pak, and FedEx Direct Ship services. See back for details.  
Does this shipment contain dangerous goods?  
 No  Yes Is it marked "Hazardous Material" or "Dangerous Goods" or "Perishable"?  
Are there any restrictions? If so, please list them below.

HOLD Wednesday at FedEx Location. NOT Available for FedEx First Overnight.  
 HOLD Saturday at FedEx Location. Available ONLY for FedEx First Overnight and FedEx 2Day Freight.

**7 Payment**

Sender Enter FedEx Acct. No. or Credit Card No. below.  
Acct. No. \_\_\_\_\_ Credit Card No. \_\_\_\_\_

Recipient  Third Party  Credit Card  Cash/Check

Total Packages Total Weight Total Declared Value Due Date

\$ 00

**8 NEW Residential Delivery Signature Options** If you require a signature, check Direct or Indirect.

No Signature Required For packages not requiring a signature. Please check the "Indirect" box if applicable.

Direct Signature Always requires a signature. Please check the "No Signature Required" box if applicable.

Indirect Signature If no one is available to receive the package, leave it in a safe place. Please check the "No Signature Required" box if applicable.

Attn: DPO 1106-744-11025-0114-303 FedEx PRINTED IN USA X-SP

519

Case 1:96-bk-15521-GM Doc 160-2 Filed 01/15/13 Entered 01/15/13 17:28:24 Desc  
Exhibit F - G Page 68 of 68

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document of 61 Page 61

MAILING LIST  
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS  
BC 340196

Rex Julian Beaber 1546 Calmar Court Los Angeles, CA 90024  Tel: 557-1198 Fax: <u>Xerkers@aol.com</u>	Gary S. Soter Pearson, Soter, Warshaw & Penny 15165 Ventura Blvd., #400 Sherman Oaks, CA 91403  <b>F X</b> Tel: 818-788-8300 Fax: 818-788-8104 <u>gsoter@psynplay.com</u>
David B. Casselman Wasserman Comden, Casselman & Pearson 5567 Reseda Blvd., #330 Tarzana, CA 91357  Tel: 818-705-6800 Fax: 818-705-8634 <u>bblum@wcclaw.com</u>	Dermot Damian Givens 433 North Camden Dr., #600 Beverly Hills, CA 90210  <b>MAIL</b> Tel: 310-854-8823 Fax: 323-878-0416 <u>dermotg@aol.com</u>
Kevin Gilliam 1502 South Alpine Dr. West Covina, CA 91791  [Pro Per]	Debra V. Crawford P.O. Box 373, SW Mission & 4 <sup>th</sup> , #5 Carmel, CA 93921-0373  <b>MAIL</b> Tel: 831-624-2422 Fax: 831-624-2428 <u>ddycrawford@carblink.net</u>
Steven M. Goldberg Russ, August & Kabat 12424 Wilshire Blvd., 12 <sup>th</sup> Floor Los Angeles, CA 90025  Tel: 310-979-8274 Fax: 310-826-6991 <u>seoldberg@raklaw.com</u>	Laurence D. Strick Law Office of Laurence D. Strick 339 N. Sycamore Ave., # 2 Los Angeles, CA 90036  <b>FX</b> Tel: (323) 964-5231 Fax: (323) 964-8135 <u>larrystrick@yahoo.com</u>
Larry Nagelberg Nagelberg & Associates The Tower, Suite 2150 10940 Wilshire Blvd. Los Angeles, CA 90024  Tel: (310) 208-3220 Fax: (310) 208-3830	  <b>F X</b>

WC11-10100007  
312344.1

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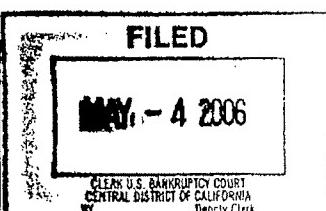
FIRST AMENDED COMPLAINT

## EXHIBIT 9

EXHIBIT 9

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 1 of 17

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor  MARION H. KNIGHT, JR.	Case Number  LA06-11187 EC	
<p><b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</p>		
Name of Creditor (The person or other entity to whom the debtor owes money or property):  MICHAEL RAY HARRIS	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent:  Steven M. Goldberg, Esq. Russ August & Kabat 12424 Wilshire Bl #1200 Los Angeles, CA 90025 Telephone number: (310) 826-7474	  <i>FY2006</i>  This space is for Court use only.	
Last four digits of account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Court Judgment</u>	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below)  Last four digits of your Social Security number: _____  Unpaid compensation for services performed from _____ (date) to _____ (date)	
2. Date debt was incurred: March 9, 2005	3. If court judgment, date obtained: March 9, 2005	
4. Total Amount of Claim at Time Case Filed: \$117,318,631.50 <small>(unsecured) (secured)</small>	\$ _____ (priority)	\$117,318,631.50 <small>(Total)</small>
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).	7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____.	
Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____	<small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8</small>	
Value of Collateral: \$ _____		
Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		
6. Unsecured Nonpriority Claim. \$117,318,631.50 <input checked="" type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.	This space is for Court use only.	
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date  5/3/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim <small>(attach copy of power of attorney, if any)</small> <i>Steven Goldberg STEVEN M. GOLDBERG, Esq.</i>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 2 of  
17

**ITEMIZATION OF ADDITIONAL CHARGES**

Original Judgment: \$107,000,000 (see attached Judgment in LASC Case No. BC 268857)

Statutory Interest: 10% per annum as follows—

\$29,315.07 per day from entry of judgment (March 9, 2005) through payment of  
\$1,000,000 on May 27, 2005 = \$2,315,890.50.

\$29,041.10 (daily rate of interest on reduced amount of judgment (\$106,000,000))  
per day from May 27, 2005 to date case filed, April 04, 2006 = \$9,002,741.00.

Total Statutory Interest: \$11,318,631.50.

Total payments against judgment by debtor: \$1,000,000.

Total claim as of date case filed: \$117,318,631.50

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 3 of  
17

F.D.

1 DAVID B. CASSELMAN (SBN 81657)  
2 I.DONALD WEISSMAN (SBN 67980)  
3 WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
4 5567 Reseda Boulevard, Suite 330  
5 Post Office Box 7033  
6 Tarzana, California 91357-7033  
7 Telephone: (818) 705-6800 • (323) 872-0995  
8 Facsimile: (818) 705-8147

FILED  
LOS ANGELES SUPERIOR COURT

MAR 09 2005 /RCC

JOHN A. CLARKE, CLERK  
By: *L. Castle*  
R. CASTLE

5 Attorneys for Plaintiffs  
6 LYDIA HARRIS and NEW IMAGE MEDIA  
7 CORPORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10  
11 LYDIA HARRIS, LIFESTYLE  
12 RECORDS, INC., AND NEW IMAGE  
13 MEDIA CORP..

CASE NO. BC 268857

14 Plaintiffs,

Case Assigned to:  
Judge Ronald M. Sohigian - Dept. 41

v.

[Complaint Filed: February 26, 2002]

15 KEVIN GILLIAM AKA BATTLECAT;  
16 MARION H. KNIGHT AKA SUGE  
17 KNIGHT; DEATH ROW RECORDS;  
18 THA ROW, INC.; DAVID E. KENNER;  
19 DAVID E. KENNER PROFESSIONAL  
20 LAW CORPORATION; DAVID E.  
21 KENNER, A PROFESSIONAL  
22 CORPORATION; THE DAVID E.  
23 KENNER TRUST; INTERSCOPE  
24 RECORDS; JIMMY IOVINE; JOHN T.  
25 MCCLAIN, JR.; A&M RECORDS; ET  
26 AL.,

JUDGMENT

27 Defendants.

28  
Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT,  
DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, INC., THA ROW, INC.~~  
to Plaintiff's Complaint and entering default thereon, consideration of the Plaintiffs' Application  
for Default Prove-up Damages and the supporting declarations of Lydia Harris, I.Donald  
Weissman, Michael Harris and Phil Anes, and good cause appearing therefor,

JUDGMENT

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
5567 RESEDA BOULEVARD, SUITE 330  
P.O. BOX 7033  
TARZANA, CALIFORNIA 91357-7033

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 4 of  
17

1           **IT IS HEREBY ADJUDGED** that judgment is entered in favor of plaintiffs, LYDIA  
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT  
3 aka SUGE KNIGHT, ~~and~~, DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS, INC.~~,  
4 ~~and THA ROW, INC.~~ in the sum of \$ 45,000,000 for economic damages,  
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.  
6

7           Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed  
8 pursuant to the statute in the amount of \$ \_\_\_\_\_  
9

10 Dated: 3-9-05

11   
12 JUDGE OF THE LOS ANGELES SUPERIOR COURT  
13

14 WASSEMAN, COMDEN, CASSELMAN & PEARSON L.L.P.  
15 5567 RESEDA BOULEVARD, SUITE A300  
16 P.O. BOX 1033  
17 TARZANA, CALIFORNIA 91357-7033  
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Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 5 of 17

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  <b>DEBRA VANIMAN CRAWFORD, SBN 116222      LAW OFFICES OF CRAWFORD &amp; CRAWFORD      P.O. Box 373      SW Mission &amp; 4th      Carmel, California 93921-0373      TELEPHONE #(s): 831-624-2422 FAX NO (optional):</b>  <b>E-MAIL ADDRESS (Optional):</b>  <b>ATTORNEY FOR (Name): LYDIA HARRIS</b></p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY      STREET ADDRESS: 1200 Aguajito Road      MAILING ADDRESS: 1200 Aguajito Road      CITY AND ZIP CODE: Monterey, CA 93940      BRANCH NAME: MONTEREY</p> <p>MARRIAGE OF      PETITIONER: MICHAEL RAY HARRIS</p> <p>RESPONDENT: LYDIA HARRIS</p>	<p style="text-align: right;">FL-180 FOR COURT USE ONLY</p> <p style="text-align: center;"><b>FILED</b></p> <p style="text-align: center;">DEC 23 2005</p> <p style="text-align: center;">USA M. GALDOS CLERK OF THE SUPERIOR COURT C.J. CAMACHO DEPUTY</p>
<p>JUDGMENT</p> <p><input checked="" type="checkbox"/> DISSOLUTION    <input type="checkbox"/> LEGAL SEPARATION    <input type="checkbox"/> NULLITY</p> <p><input type="checkbox"/> Status only  <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status  <input type="checkbox"/> Judgment on reserved issues</p> <p style="text-align: center;">DEC 23 2005</p> <p>Date marital or domestic partnership status ends: DATE OF FILE STAMP</p>	
<p>CASE NUMBER:</p> <p>DR 43369</p>	

1.  This judgment  contains personal conduct restraining orders.  modifies existing restraining orders. The restraining orders are contained on page(s) \_\_\_\_\_ of the attachment. They expire on (date): \_\_\_\_\_.
2. This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2336  
 Contested
  - a. Date: 11-14-05 Dept.: 13 Room:
  - b. Judicial officer (name): ADRIENNE M. GROVER  Temporary Judge
  - c.  Petitioner present in court  Attorney present in court (name): STEVEN M. GOLDBERG
  - d.  Respondent present in court  Attorney present in court (name): DEBRA V. CRAWFORD
  - e.  Claimant present in court (name):  Attorney present in court (name):
  - f.  Other (specify name): Attorney for Petitioner: DAN GOLDMAN
3. The court acquired jurisdiction of the respondent on (date): June 9, 2005
  - a.  The respondent was served with process.
  - b.  The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a.  Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
  - (1)  on (specify date): SAME DATE AS FILE STAMP DEC 23 2005
  - (2)  on a date to be determined on noticed motion of either party or on stipulation.
- b.  Judgment of legal separation is entered.
- c.  Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- d.  This judgment will be entered nunc pro tunc as of (date):
- e.  Judgment on reserved issues.
- f. The  petitioner's  respondent's former name is restored to (specify):
- g.  Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- h.  This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

Form Adopted for Mandatory Use  
 Judicial Council of California  
 FL-180 (Rev. January 1, 2005)

JUDGMENT  
 (Family Law)

Legal  
 Solutions  
 & Plus

Family Code, §§ 22024, 22140,  
 2243, 2348

Page 1 of 2

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 6 of  
17

120 DEC. 13, 2005 10:21AM1831 BRUSS AUGUST&KABAT CRAWFORD & CRAWFORD NO. 8028 P. 2/482/04

1 PURSUANT TO STIPULATION OF THE PARTIES RECITED IN COURT, IT IS HEREBY  
2 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3

4 1. Of the monies received by Respondent from Marion Knight to date, Sixty  
5 Thousand (\$60,000) shall be paid to an individual per agreement of the parties. One  
6 Hundred and Seventy-Nine Thousand Dollars (\$179,000) shall be given to Petitioner  
7 and Two Hundred Thousand Dollars (\$200,000) shall be retained by Respondent.

8 Each party shall pay one-half of the copying costs for the Xenon case out of said  
9 money.

10 Respondent shall put Two Hundred Six Thousand Dollars (\$208,000) in escrow  
11 for potential fees or costs in LASC Case BC 268857.

12 Each party shall pay taxes, if any, on their share of said money.

13 2. Each party is awarded one-half of the net profits of the DVD on the  
14 documentary "Welcome to Death Row."

15 3. Any and all major decisions on the lawsuit regarding the "Welcome to Death  
16 Row" documentary versus Xenon shall be made by the parties jointly. The net proceeds  
17 of said lawsuit shall be divided equally by the parties. The costs shall be shared equally  
18 by the parties and shall be advanced, if possible. Respondent will keep Petitioner  
19 advised of all developments in the case, and shall provide him with copies of all filed  
20 documents to date at Petitioner's expense.

21 4. Each party shall receive one-half of the net proceeds from the Battlecat  
22 Judgment in LASC Case BC 268857, which was an arbitrated judgment.

23 Petitioner is awarded the Battlecat masters. Respondent shall arrange for  
24 shipment of said masters to Petitioner at his cost and direction.

25 Petitioner shall license the songs from the Battlecat masters in the documentary  
26 "Married to the Game" to Respondent at no cost. Each party shall be awarded one-half  
27 of the net proceeds of the "Married to the Game" DVD, but Respondent shall have

28

Judgment; Marriage of Harris; DR 43369

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 7 of  
17

12 DEC. 13, 2005 9:10:21 AM 1831ERUSS AUGUST&KABAT CRAWFORD & CRAWFORD NO. 8028 P. 3/4 03/04

- 1 management and control over the "Married to the Game" DVD. No salary shall be paid  
2 to Respondent in determining net proceeds.
- 3 5. The corporation KDA is awarded to Respondent.
- 4 6. The restaurant Dasha's Soul Food is awarded to Respondent.
- 5 7. The proceeds from the "Married to the Game" book is awarded to  
6 Respondent.
- 7 8. Q Lydia, a company, is awarded to Respondent. However, one-half of the  
8 net proceeds from the "Married to the Game" DVD is awarded to each party.
- 9 9. The parties shall cooperate to consolidate their ongoing business concerns  
10 which are community property and from which they are each getting profits into a  
11 company to be created called Harris Enterprises.
- 12 10. The company Dream On Production is awarded to Respondent, except for  
13 one-half of the net royalties from "Married to the Game" DVD shall be awarded to each  
14 party.
- 15 11. Petitioner's life story is awarded to Petitioner.
- 16 12. Nu Image Media is awarded to Petitioner after the One Hundred Seven  
17 Million Dollar judgment in LASC Case BC 288857 has been collected or compromised to  
18 the satisfaction of Petitioner and Respondent.
- 19 13. The proceeds of Los Angeles Superior Court Case BC 268857 are  
20 community property. The allocation to the parties is reserved as to how much of said  
21 proceeds shall be awarded to each party.
- 22 The fees and costs to Casselmann's firm when they are determined shall be  
23 divided between the parties on an equal basis. Each party shall pay their own fees and  
24 costs in the case of Casselmann versus Harris which is Los Angeles Superior Court case  
25 BC 340196.
- 26 14. The issue of child support is reserved.
- 27 15. Child custody jurisdiction is in the State of Texas. The parties have stated

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 8 of  
17

14DEC13 2005 E10:22AM1831EXUSS ALQUS1&KABAT CRAWFORD & CRAWFORD NO. 9028 P. 4/404/04

1 their intent that Respondent will bring the child of the parties to visit Petitioner once  
2 every two months until the child is 18 years of age.

3 16. The parties jointly support a motion for the appointment of a receiver for the  
4 collection of the Judgment in LASC Case BC 268857.

5 17. Each party shall pay their own attorneys fees and costs in this case to date.

6 18. The Court reserves jurisdiction over the executory portions of this Judgment  
7 including the formation of Harris Enterprises.

8 19. The trial on the issue of the allocation of the proceeds of LASC Case BC  
9 268857 is set for January 30, 2006, at 9:00 a.m. in Department 13 of this Court.

10 20. The parties shall exchange Preliminary Declarations of Disclosure forthwith.  
11 The Final Declarations of Disclosure are waived.

12 APPROVED AS TO FORM AND CONTENT:

13

14

15 STEVEN M. GOLDBERG,  
16 Attorney for Petitioner  
MICHAEL HARRIS

17

18

19 DEBRA VANIMAN CRAWFORD,  
20 Attorney for Respondent,  
LYDIA HARRIS

21

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12-23-05

ADRIENNE M. GROVER,  
Judge of the Superior Court

1 Hon. Stephen E. Haberfeld, Discovery Referee  
2 JAMS  
3 707 Wilshire Blvd., 46<sup>th</sup> Fl.  
4 Los Angeles, CA 90017  
5 Tel.: 213-353-9711  
6 Fax: 213-620-0100  
7 E-Mail: [judgehaberfeld@comcast.net](mailto:judgehaberfeld@comcast.net)

8

9

10

11 SUPERIOR COURT OF CALIFORNIA  
12 COUNTY OF MONTEREY

13

14 MICHAEL RAY HARRIS,

15 Petitioner,

16 vs.

17 LYDIA HARRIS,

18 Respondent.

19 Case No. DR 43369

20 REFEREE'S ORDER GRANTING  
21 PETITIONER'S MOTION TO COMPEL  
22 MARION H. "SUGE" KNIGHT TO  
23 PRODUCE DOCUMENTS RESPONSIVE  
24 TO PETITIONER'S FIRST SET OF  
25 REQUESTS FOR PRODUCTION OF  
26 DOCUMENTS

27 Hearing

28 Date: January 5, 2006  
Time: 5:15 p.m.  
Place: Via Conference Call  
Referee: Hon. Stephen E. Haberfeld

Petitioner Michael Ray Harris's ("Petitioner's) motion to compel Marion H. "Suge" Knight ("Mr. Knight") to respond and produce documents responsive to Petitioner's first set of requests for production of documents ("Motion") was expressly and specifically referred to the undersigned discovery referee ("Referee") by the Court's Order, dated December 13, 2005 -- which also appointed the Referee. Steven M. Goldberg, Esq. and Dan Goldman, Esq. of the

Referee

1

[PROPOSED] ORDER

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 10 of 17

1 law firm of Russ August & Kabat appeared and participated with the Referee in a telephonic  
2 hearing on the Motion --- which hearing was set by stipulation, including the agreement of  
3 Dermot D. Givens, Esq. counsel for Mr. Knight, during a telephonic Status Conference held on  
4 January 4, 2006. Debra Crawford, Esq. of the law firm of Crawford & Crawford, counsel for  
5 Respondent Lydia Harris in this proceeding --- having been apprised of the stipulated and  
6 ordered telephonic hearing during the aforesaid Status Conference --- stated that she did not  
7 intend to participate in the hearing on the Motion.

8 Mr. Givens did not appear or participate in the hearing on the Motion, as agreed and  
9 accordingly so ordered, or communicate with either the Referee or Petitioner's counsel after the  
10 January 4, 2006 Status Conference and before or during the hearing on the Motion concerning  
11 that hearing or at all.

12 All participants in the January 4, 2006 Status Conference knew the date, time and call-in  
13 information for the hearing on the Motion. Messrs. Goldberg and Goldman dialed in for the  
14 telephonic hearing, as agreed and ordered, shortly after 5:15 p.m. (PT). The Referee was already  
15 on the line. After waiting for Mr. Givens for approximately five minutes, at approximately 5:20  
16 p.m. (PT), the Referee stated that the Referee would go off line until the earlier of being  
17 contacted that Mr. Givens had joined the conference call or 5:30 p.m. (PT), at which time the  
18 Referee would dial back into the conference call and discuss with whoever was on the line at that  
19 time what next to do.

20 At approximately 5:30 p.m. (PT) --- not having been contacted by anyone concerning that  
21 or whether Mr. Givens had joined the conference call for the hearing --- the Referee dialed back  
22 into the conference call and ascertained that Mr. Givens was not on the line. Petitioner's  
23 counsel, Mr. Goldberg, represented to the Referee that Mr. Givens had not joined the conference  
24 call at any time prior to the Referee's re-joining the conference call at 5:30 p.m. (PT) and that  
25 Mr. Goldberg had unsuccessfully tried to contact Mr. Givens about his joining the telephonic  
26 hearing on the Motion during the approximately ten minute (5:20-5:30 p.m. (PT)) interval when  
27 the Referee was off-line. Mr. Goldberg represented that he had called Mr. Givens' cell phone  
28 and that Mr. Givens did not answer, and Mr. Goldberg left a message, and that Mr. Goldberg

Referee

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 11  
of 17

1 additionally sent Mr. Givens an e-mail, but Mr. Givens did not respond or call in to the  
2 conference call.

3 At approximately 5:35 p.m. (PT), the Referee ruled that --- in view of the above-  
4 referenced facts and circumstances, and good cause appearing --- the stipulated and ordered  
5 telephonic hearing on the Motion would go forward, and the Referee made the following ruling  
6 and order concerning the Motion during the hearing which lasted until approximately 5:45 p.m.  
7 (PT).

8 Based on careful consideration of the papers submitted by Petitioner and Mr. Knight in  
9 support of and in opposition to Petitioner's motion to compel Mr. Knight to produce, without  
10 objection, all documents responsive to Petitioner's First Set of Requests for Production of  
11 Documents ("document request") and, after a hearing and good cause appearing, it is hereby  
12 ORDERED as follows. Petitioner's motion to compel is granted as to the production of all  
13 documents requested to be produced by Mr. Knight in Petitioner's document request. Mr.  
14 Knight is hereby ordered to produce, without objection, all documents in his possession, custody  
15 and/or control which are responsive to Petitioner's document request, immediately prior to the  
16 commencement of the taking of Mr. Knight's ordered deposition on Tuesday, January 10, 2006  
17 at 10:00 a.m., at JAMS, 707 Wilshire Boulevard, 46<sup>th</sup> Floor, Los Angeles, California 90017.  
18 Petitioner's request for monetary sanctions in connection with the Motion is reserved.

19 Immediately prior to the conclusion of the hearing on the Motion, the Referee requested  
20 that Petitioner's counsel prepare, submit to the Referee and disseminate to all participants in the  
21 discovery reference, including the Wasserman Comden firm, a proposed form of order for the  
22 Referee's review and signature, reflecting the Referee's rulings and orders made during the  
23 hearing on the Motion.

24 DATED: January 6, 2006

25   
26 STEPHEN E. HABERFELD  
Discovery Referee

27  
28  
Referee

3  
[PROPOSED] ORDER

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 12  
of 17

**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd. 46<sup>th</sup> Floor, Los Angeles, CA 90017.

On January 6, 2006, I served the foregoing document described as REFEREE'S ORDER GRANTING PETITIONER'S MOTION TO COMPEL MARION H. "SUGE" KNIGHT TO PRODUCE DOCUMENTS RESPONSIVE TO PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS in the matter of MICHAEL RAY HARRIS V. LYDIA HARRIS to interested parties in this action, as follows:

ORIGINAL FILED TO: (Via fax & mail)

Hon. Adrienne Grover  
Monterey Courthouse  
1200 Aguajito Road  
Courtroom #13  
Monterey, CA 93940  
Fax: 831-647-5897

( SEE ATTACHED SERVICE LIST )

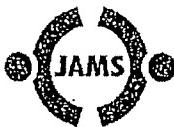
BY MAIL: as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Los Angeles, California.

BY FACSIMILE TRANSMISSION: I caused the above-referenced document(s) to be transmitted to the above-named person(s) at the telecopy numbers on the attached list..

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 6, 2006.

Geraldine C. Yulo  
Geraldine C. Yulo

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 13 of 17



CA001 - JAMS, Inc. Service List

1/6/2006

Reference #: 1220034123  
Case Name: Harris, Michael Ray vs. Harris, Lydia  
Case Type: FAMI  
Referring Judge:  
Panelist: Haberfeld, Stephen E.,

2 Goldberg, Steven M.

Steven M. Goldberg (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
sgoldberg@raklaw.com  
Party Represented :  
Michael Ray Harris

3 Givens, Dermot

Dermot Givens (Active)  
L/O Dermot Givens RESP Respondent  
433 Camden Dr. Main Phone # 310-854-8823  
Suite 600 Direct Phone #  
Beverly Hills, CA 90210 FAX # 323-878-0416  
dermotg@aol.com  
Party Represented :  
Marion Knight  
Death Row Records Inc.

4 Crawford, Debra Vaniman

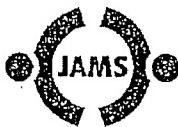
Debra Vaniman Crawford (Active)  
Crawford & Crawford RESP Respondent  
P.O. Box 373 Main Phone # 831-624-2422  
SW Mission & 4th Direct Phone #  
Carmel, CA 93921 FAX # 831-624-2428  
Debra@Divorce-123.com  
Party Represented :  
Lydia Harris

5 Goldman, Dan

Dan Goldman (Active)  
Russ, August & Kabat PETI Petitioner  
12424 Wilshire Blvd. Main Phone # 310-826-7474  
Suite 1200 Direct Phone #  
Los Angeles, CA 90025 FAX # 310-826-6991  
dwgoldman@raklaw.com  
Party Represented :  
Michael Ray Harris

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 14  
of 17

CA001 - JAMS, Inc. Service List



1/6/2006

6 Comden, Leonard J.

Leonard J. Comden  
Wasserman, Comden, Casselman & Pearson  
5567 Reseda Blvd., Suite 330  
PO Box 7033  
Tarzana, CA 91357-7033  
lcomden@wccplaw.com  
Party Represented:

THE RESOLUTION EXPERTS

( Active )  
RESP Respondent

Main Phone # 818-705-6800  
Direct Phone #  
FAX # 818-345-0162

Wasserman, Comden, Casselman & Pearson

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 15  
of 17

P. 1

\* \* \* Transmission Result Report (MemoryTX) (Jan. 6. 2006 2:49PM) \* \* \*

13

Date/Time: Jan. 6. 2006 2:13PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
4540 Memory TX	18915475891 ~ REPAIRED TO COUNT Judge Haberfeld 13108266991 13238780416 - CORRECT # GIVENS 18316242428 - CRAWFORD 13108266991 18103450162	P. 7	E-3) 3) OK OK E-2) 2) 2) 2) 2) E-3) 3) OK OK	P. 1-7 P. 1-7 P. 1-7

Reason for error  
E. 1) Hang up or line fail  
E. 3) No answer

E. 2) Busy  
E. 4) No facsimile connection



THE朱MAMMEXX EXPERTS

January 6, 2006

Total Pages: 7  
VIA FAX & U.S. MAIL

Hon. Adrienne Groves  
Monterey Courthouse  
1200 Aguirre Road  
Courtroom #13  
Monterey, CA 93940  
Fax: 831-677-5397

Re: Harris, Michael Ray v. Harris Lydick  
Case: DR 4336P  
JAMS: 12300347123

Dear Judge Groves:

Attached please find Judge Stephen Haberfeld's Referee's Order for your review and consideration.

Due to the production date and time of this coming Tuesday morning, the attached Order is being fixed and mailed to you and all counsel.

Thank you for your attention. Please feel free to contact me should you have any questions at 213-233-9711.

Sincerely,

Geraldine Yulo  
Sr. Case Manager to  
Judge Stephen Haberfeld, Discovery Referee  
[arbitrator@jamsadr.com](mailto:arbitrator@jamsadr.com)

cc: all counsel

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 16  
of 17

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA  
3 COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over  
5 the age of 18 and not a party to the within action; my business address is: 12424  
6 Wilshire Boulevard, 12<sup>th</sup> Floor, Los Angeles, California 90025.

7 On May 4, 2006 I caused to be served the foregoing document described as  
8 PROOF OF CLAIM on interested parties in this action

- 9
- 10  by placing true copies thereof enclosed in sealed envelopes addressed as  
stated on the attached mailing list.
- 11  by placing  the original  a true copy thereof enclosed in sealed envelopes  
addressed as follows:

12 **SERVICE NAME/ADDRESS**

- 13  BY MAIL
- 14  I deposited such in the mail at Los Angeles, California. The envelope was  
mailed with postage thereon fully prepaid.
- 15  As follows: I am "readily familiar" with the firm's practice of collection and  
processing correspondence for mailing. Under that practice it would be  
deposited with U.S. Postal Service on that same day with postage thereon  
fully prepaid at Los Angeles, California in the ordinary course of business. I  
am aware that on motion of the party served, service is presumed invalid if  
postal cancellation date or postage meter date is more than one day after date  
of deposit for mailing in affidavit.
- 16  Federal: I declare that I am employed in the office of a member of the bar of  
this court at whose direction the service was made.

17 Executed on May 4, 2006 at Los Angeles, California.

22   
23 NICOLE JONES

Case 2:06-bk-11187-VZ Claim 3-1 Filed 05/04/06 Desc Main Document Page 17  
of 17

1 **SERVICE LIST**

2 Daniel McCarthy, Esq.  
3 Hill, Farrer & Burrill LLP  
4 300 S. Grand Avenue, 37<sup>th</sup> floor  
Los Angeles, CA 90071

*Attorney for Debtor, Marion H. Knight,  
Jr.*

5 Marion H. Knight, Jr.  
PO Box 3037  
6 Beverly Hills, CA 90212

*Debtor*

7 Alvin Mar, Esq.  
8 Office of the US Trustee  
9 725 S. Figueroa Street, 26<sup>th</sup> floor  
Los Angeles, CA 90017

*Trustee*

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